MEETING OF THE
ROTTERDAM TOWN BOARD

June 12, 2024
7:00 PM
Agenda Review 6:30 PM

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

- Recognition of Patrolman Noah Keith

PUBLIC HEARING

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law.

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.

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INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

237.24 Accepting Town Board meeting minutes. *Pg. 48*

238.24 To Declare Lead Agency for SEQR review for the proposed Town Court and Police Facility located at 369 Duanesburg Road. *Pg. 106*

239.24 To authorize an out of district water connection agreement with Bullseye Modulars LLC. *Pg. 122*

240.24 To amend Resolution No. 75.24: To negotiate and execute an agreement with Bellamy Construction for boring services. *Pg. 136*

241.24 To authorize purchase of chlorine gas. *Pg. 141*

242.24 To negotiate and execute Amendment No. 1 to an existing agreement with Prime AE/KB Engineering & Architecture P.C. for professional engineering services related to the Leak Detection Survey for Water District No. 5. *Pg. 146*

243.24 To negotiate and execute Amendment No. 1 to an existing agreement with Barton and Logudice for professional engineering services for the Schematic Design Phase for the new highway garage. *Pg. 157*

244.24 To negotiate and execute an agreement with Industrial & Utility Valuation Consultants, Inc. to conduct a systematic review of Town Assessment of Real Property for the 2026 roll year. *Pg. 187*

245.24 Authorize a Stipulation of Settlement with Highbridge Development Rt. 146, LLC. *Pg. 197*

246.24 To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Agricultural (A-1) to General Business (B-2) located at 774 and 778 Duanesburg Road and refer to the Planning Commission for report and recommendation. *Pg. 202*

247.24 To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) located at 1725 Tower Street and refer to the Planning Commission for report and recommendation. *Pg. 216*

248.24 To approve budget transfers to the 2024 budget. *Pg. 229*

249.24 To authorize the purchase of one pickup truck for the Highway Department. *Pg. 237*

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250.24 To Declare Lead Agency for SEQR review for the Trunk Sewer Access Improvements Project. *Pg. 248*

251.24 To negotiate and execute an agreement with Barton & Logudice for professional engineering services for the Pump Station Improvements Project – Planning & Project Development Services. *Pg. 273*

252.24 Call for Public Hearing for map, plan & report for the proposed Sewer District No. 2 Extension No. 17 - Helderberg Meadows West. *Pg. 306*

253.24 To declare equipment obsolete. *Pg. 380*

254.24 To accept revenue for Town Clerk's Office for May 2024. *Pg. 383*

255.24 To recognize the introduction of Introductory Local Law ___ of 2024; To establish a demonstration program imposing owner liability for failure of an operator to stop for a school bus displaying a red visual signal and stop-arm and calling for a public hearing thereon. *Pg. 389*

256.24 To adopt a Negative Declaration for SEQR of the Kiwanis International Park Waterfront Access Improvements Project. *Pg. 398*

257.24 Requesting bids for Town of Rotterdam Water District No. 5 Leak Detection Survey. *Pg. 411*

258.24 To appoint a police officer. *Pg. 679*

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

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PUBLIC HEARING

6/12/24

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law.

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SOLAR ENERGY FACILITIES LAW

TOWN OF ROTTERDAM

LOCAL LAW No. _____ of 20____

BE IT ENACTED by the Town Board of the Town of Rotterdam, in the County of Schenectady, as follows:

I. SECTION ONE – TITLE

This local law shall be known as the "Solar Energy Facilities Law," and shall repeal and replace Local Law No. _____ of the year _____.

II. SECTION TWO – PURPOSE, INTENT AND OBJECTIVES

The purpose of this law shall be to provide for the siting, development, and decommissioning of solar energy systems subject to reasonable conditions to reduce potential impacts on adjoining properties, while promoting the effective and efficient use of solar energy resources.

The town finds that well-planned and suitably located solar energy systems can be beneficial. This law seeks to foster, thorough project planning and appropriate siting, the following objectives:

A. Protecting the health, safety, and well-being of our First Responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards.

B. Allowing Town of Rotterdam residents, landowners, farms, and government to safely take advantage of solar energy resources in a way that is consistent with the nature and character of the Town in accordance with the Town of Rotterdam Comprehensive Plan.

C. Promoting and supporting our Town's Open Space Plan with solar code that protects and preserves open space, agricultural lands, and environmentally significant areas of Town as designated by our Comprehensive Plan and Conservation Plan.

D. Protecting the Town's unique ecosystem of plants, wildlife, and habitats, particularly in the western upland and rural areas of Town.

E. Recognizing the importance of Agriculture and protecting water and soils conducive to farming. If agricultural lands are to be used for solar siting, the Town encourages consideration of dual-use projects/agrivoltaics, a mixed land use production system combining the agricultural use of the land with solar energy production.

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F. Protecting and ensuring farmland, agricultural land, and forested land are put to their highest and best use.

G. Protecting and promoting scenic and environmental resources by minimizing large scale solar energy facilities' impacts on these resources as outlined in the Rotterdam Comprehensive Plan including, but not limited to, fresh watersheds, floodplains, historic sites, conservation easements, trails, parklands, wetlands, wildlife, and scenery, and areas for recreational and outdoor activities.

H. Protecting the property values of those properties neighboring and within the viewshed and soundshed of a large-scale solar energy facility.

I. Conserving the rural character of western Rotterdam and rural hamlets, including Rotterdam Junction and Pattersonville.

III. SECTION THREE – AUTHORITY

This local law is adopted pursuant to Sections 10 and 22 of the Municipal Home Rule Law.

IV. SECTION FOUR – DEFINITIONS

The following definitions are as they relate to this Solar Energy Facilities Law:

ANSI – American National Standards Institute.

ATIMA – As Their Interests May Appear.

Ambient Noise: All-encompassing sound that is associated with a given environment, usually a composite of sounds from many sources near and far.

Battery Energy Storage System (BESS) – One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time (not to include a stand-alone 12-volt car battery or an electric motor vehicle).

Battery Management System - An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are identified.

Building-Integrated Photovoltaic System – A combination of photovoltaic building components integrated into any building envelope system, such as vertical facades,

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including glass and other façade material, semitransparent skylight system, roofing materials, and shading over windows. Building-Integrated Photovoltaic System are Tier 1 solar energy systems.

Commissioning –A systematic process that provides documented confirmation that a solar energy system functions according to the intended design criteria and complies with applicable code requirements.

Comprehensive Plan – The Town of Rotterdam's Comprehensive Plan, adopted on January 10, 2024, and as amended.

Decommissioning Plan –a plan to retire the physical facilities of the Project, including but not limited to decontamination, dismantlement, rehabilitation, landscaping, and monitoring.

Facility Area – The cumulative land area occupied during the operation of the solar energy facility. This shall include all areas and equipment within the facility's fenced perimeter boundary, including the solar energy system, onsite interconnection equipment, onsite electrical energy storage equipment, fencing, and any other associated equipment – as well as any site improvements beyond the facility's fenced perimeter boundary such as access roads, permanent parking areas, or other permanent improvements. The facility area shall not include site improvements established for impact mitigation purposes, including but not limited to vegetative buffers and landscaping features.

Fenced Perimeter – Any section(s) of Facility Area that is required by regulation or by the Planning Commission to be surrounded by security fencing that meets NEC requirements.

Forest and Woods – for the purpose of this Law, the terms forest, woods, woodlands, timberlands, wood lot and other reasonably synonymous terms shall describe any contiguous land-area where the dominant cover-type of the land is trees, covering at least 25% of the area. Forests and woods typically have thirty (30) years of uninterrupted growth or has surpassed the shrubland stage of primary succession.[1]

Glare - The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort or loss in visual performance and visibility in any material respects.

Ground-Mounted Solar Energy System - A Solar Energy System which is secured to the ground via a pole, ballast system, or other mounting system; is detached from any other structure; and which generates electricity for onsite or offsite consumption. For the

[1] Combination of the definition of "shrubland" from University of New Hampshire and definition of "forest" from The Society of American Foresters.

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purposes of this Solar Energy Facility law, systems affixed to canopies, such as carports in parking lots or driveways, shall be considered a ground-mounted system.

Immaterial Modifications - Changes in the location, type of material or method of construction of a solar energy system that will not: (1) increase the system's area by more than 5 percent (exclusive of moving any fencing) from original approval, (2) result in any new or additional adverse environmental impact not already reviewed and accepted for the project by the Town Planning Commission; (3) cause the project to violate any applicable setbacks or other requirements of this Law; or (4) cause the project not to conform to the State Environmental Quality Review determination or findings issued by the Planning Commission.

ISAOA – Its Successors and Or Assigns.

Kilowatt (kW): A unit of power equal to 1,000 watts. The nameplate capacity of solar energy systems may be described in terms of kW.

Material Safety Data Sheet (MSDS) – is a document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product.

Megawatt (MW): A unit of power equal to 1,000 kW. The nameplate capacity of solar energy systems may be described in terms of MW.

Mineral Soil Groups 1-4 (MSG 1-4): Soils recognized by the New York State (NYS) Department of Agriculture and Markets as having the highest value based on soil productivity and capability, in accordance with the uniform statewide land classification system developed for the NYS Agricultural Assessment Program.

Nameplate Capacity: A solar energy system's maximum electric power output under optimal operating conditions. Nameplate Capacity may be expressed in terms of Alternating Current (AC) or Direct Current (DC).

Nationally Recognized Testing Laboratory - A U.S. Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry OSHA electrical standards.

Non-Participating Property - A property not owned or leased by the solar energy system operator, nor having any land use agreement or easement related to the system.

Participating Property - A property owned or leased by the solar energy system operator, or a property having any land use agreement or easement related to the system. Where

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multiple adjacent properties under single ownership are participating in a solar energy system, the combined lots shall be considered as one for the purposes of applying setback requirements.

Point of Interconnection (POI) – the point at which power is delivered to an electrical distribution or transmission system and usually represents demarcation between the Solar Energy System and utility owned electrical infrastructure.

Renewable Energy Substation – An electrical substation used in the generation, transmission, and/or distribution system directly associated with and constructed for a Solar Energy System. Not including utility owned electrical substations already in existence prior to Solar Energy System construction, unless said substation is within the solar Facility Area, and, modified for the Solar Energy System's use, and owned by the Solar Energy System legal entity.

Roof-Mounted Solar Energy System – A series of solar panels on the roof of any legally permitted building and/or structure for the purpose of producing electricity for on-site and/or off-site consumption.

Severe Weather Event: As defined by the National Weather Service, events such as: floods, tornados and thunderstorm that produces a tornado, winds of at least 58 mph, and/or hail at least 1" in diameter.

Shrubland: For the purpose of this law the terms Shrubland, Brushland, Brush, Scrub Brush, Overgrown, other reasonably synonymous terms shall describe lands with thickets of shrubs and young trees mixed with scattered grasses and wildflowers. Shrubland are areas where open space has been left alone, unmaintained and unmowed for approximately twenty-five to thirty years before becoming early successional forest.[2]

Solar Access - Space open to the Sun and clear of overhangs or shade so as to permit the use of active and/or passive solar energy systems on individual properties.

Solar Collector - A solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure affixed to the ground, a building, or other structure that harnesses solar radiation to directly or indirectly generate thermal, chemical, electrical, or other usable energy, or that reflects or concentrates solar radiation to a solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure that directly or indirectly generates thermal, chemical, electrical, or other usable energy.

[2] Definition from University of New Hampshire. https://extension.unh.edu/resource/shrublands

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Solar Energy Equipment - Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System – Also called solar energy facilities, components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. A Solar Energy System is classified as a Tier 1, Tier 2, Tier 3, Tier 4, or Tier 5 Solar Energy System as follows.

A. Tier 1 Solar Energy Systems include the following:
    a. Roof-Mounted Solar Energy Systems.
    b. Building-Integrated Solar Energy Systems.
    c. Roof mounted Solar Water Heater systems for the purpose of supplying domestic hot water to the property it is located on, and for no other purpose.

B. Tier 2 Solar Energy Systems include the following:
    a. Ground-Mounted Solar Energy Systems not included under Tier 1 with a Nameplate Capacity of up to 25 kW AC with a Facility Area of up to 600 sq-ft.
    b. Ground mounted Solar Water Heater systems with a Facility Area of up to 600 sq-ft, for the purpose of supplying domestic hot water to the property it is located on, and for no other purpose.

C. Tier 3 Solar Energy Systems include the following:
    a. Ground Mounted Solar Water Heater systems not included under Tier 1 or Tier 2.
    b. Ground-Mounted Solar Energy Systems not included under Tier 1 or Tier 2 Solar Energy Systems with a Nameplate Capacity of up to 5 MW AC.

D. Tier 4 Solar Energy Systems include the following:
    a. Ground-Mounted Solar Energy Systems not included under Tier 1, 2 or 3 Solar Energy Systems with a Nameplate Capacity of up to 25 MW AC.

E. Tier 5 Solar Energy Systems are Solar Energy Systems and Solar-Thermal Systems which are not defined under Tier 1, 2, 3 or 4.

Solar-thermal systems – Solar thermal power/electric generation systems collect and concentrate sunlight to produce the high temperature heat needed to generate electricity. Including but not limited to linear concentrating systems, solar power towers, solar dish, solar engine, and similar systems.

Solar Water Heaters – Systems which use solar energy to generate domestic hot water typically for, but not limited to residential use. Systems may be roof or ground mounted.

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TDE –Town Designated Engineer.

UL - Underwriters Laboratory, an accredited standards developer in the United States.

Uniform Code - The New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

V. SECTION FIVE – APPLICABILITY

a. The requirements herein shall apply to all solar energy system and equipment installations modified or installed after the effective date of this law, excluding general maintenance and repair.

b. Solar energy system installations for which a valid building permit has been issued, or, if no building permit is presently required, for which installation has commenced before the effective date of this law shall not be required to meet the requirements of this law.

c. Modifications to an existing solar energy system that increase the system's area by more than 5 percent (exclusive of moving any fencing) from original approval shall be subject to this law.

d. A building permit shall be required for installation of all solar energy systems. All solar energy systems except Tiers 1 and 2 shall require evaluation and approval of a Town Designated Engineer.

e. All solar energy systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code ("Building Code") the NYS Energy Conservation Code, and the Town of Rotterdam Code.

f. To the extent that any other town law, rule or regulation, or parts thereof, are inconsistent with the provisions of this law, the provisions set forth in this law shall control only as they pertain to solar energy systems.

g. Any proposed solar energy system subject to review by the New York Board on Electric Generation and Siting and the Environment pursuant to Article 10 of the New York State Public Service Law, or the Office of Renewable Energy Siting pursuant to Article 94-c of the Executive Law, shall be subject to all substantive provisions of this law and any other applicable laws, codes, ordinances and regulations of the Town of Rotterdam, and any other applicable state or federal

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laws. For the purposes of this provision, such systems shall be classified as Tier 4 herein.

VI. SECTION SIX – PROHIBITIONS AND EXCEPTIONS

a. Installation of any sized solar energy systems on bodies of water or within regulated wetlands is prohibited.

b. No solar energy system shall be installed within a 100-year flood zone, defined as "A", or "AE" on FEMA Flood Maps.

c. Solar collectors that are integrated directly into building materials, such as roof shingles, and that are a permanent and integral part of and not mounted on the building or structure are exempt from the requirements of this law. However, all applicable building codes shall be met, and necessary permits obtained.

d. Portable solar collectors as part of vehicles, such as campers and similar, or other small, foldable systems meant for temporary use and not in place for longer than 30 calendar days are exempt from the requirements of this article. However, all applicable codes for their operation shall be met, and necessary permits obtained.

e. Tier 5 facilities, as defined above, are prohibited in all Zoning Districts in the Town of Rotterdam.

    i. Rationale: Pursuant to the Town of Rotterdam Comprehensive Plan, The Town of Rotterdam can generally be separated into two distinct areas. The eastern part of Town is mostly developed and urbanized and is the location of most of the Town's infrastructure. The western portion of the Town, however, is distinctly unique in its low level of development, rural character, agricultural lands, and diversity of natural resources. Rotterdam has established an overall policy establishing its desire to maintain its predominantly rural character in the western portion of our Town. Maintaining the rural character shall be accomplished by preserving agricultural landscapes, open space, important scenic views, fresh watersheds, floodplains, historic sites, conservation easements, trails, parklands, wetlands, wildlife, and appropriately sized infrastructure.

    ii. The Rural, Agriculture and Natural resources component of the Plan's Vision Map focuses on maintaining and protecting these key resources while supporting agricultural businesses and preserving natural resources.

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iii. Local laws which apply to major renewable energy facilities are considered to be important by New York State (NYS) Executive Law § 94-c. Section 94-c (5)(e) expressly states that:

"A final siting permit may only be issued if the office makes a finding that the proposed project, together with any applicable uniform and site-specific standards and conditions would comply with applicable laws and regulations".

iv. The importance of local laws is manifest from this statement. In choosing to make this statement in the law, the State Legislature explicitly expresses the intent that the content of local laws shall be a very important consideration for the New York State Office of Renewable Energy Siting (Siting Office) in deciding whether to grant or deny permits for major renewable energy facilities. In crafting Section 94-c, the State Legislature would have been within its authority to supersede all local laws and regulations without referring to them or statement about them. So, the existence of this language in the statute represents a conscious choice by the State Legislature to make this statement that the Siting Office must find that the project, together with applicable uniform and site-specific standards, would comply with local laws and regulations.

v. The Town of Rotterdam specifically requests that, with regard to any proposed major renewable energy facility having a nameplate capacity of twenty (20) MW or greater or others being reviewed under NYS Executive Law Section 94-c (2)(h), that the NYS Office of Renewable Energy Siting honor and enforce this prohibition.

VII. SECTION SEVEN – GENERAL REQUIREMENTS

The installation of a solar collector or panel, whether attached to the main structure, an accessory structure, or as a detached, freestanding or ground-mounted solar collector, shall meet all requirements of this section.

a. All proposed solar energy systems shall submit a Town of Rotterdam Solar Development Application and other associated items outlined herein.

b. All solar energy systems shall adhere to all applicable NYS and Town of Rotterdam building, plumbing, electrical, and fire codes. Except for conditions specified in this law, all systems shall comply with the provisions of the Town zoning ordinance for the zoning district in which they are located.

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c. All solar collectors and their associated support elements shall, at the time of installation, be designed according to generally accepted engineering practice to withstand heavy snow loads and wind pressures applied to exposed areas by wind from any direction, to minimize the migration of light or sound from the installation and to minimize sight obstructions for adjacent structures or land parcels.

d. All solar collectors shall have anti-reflective coating(s) to reduce glare to the maximum extent practicable. All solar collectors and related equipment shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent properties or public roadways. Panels shall not reflect more than 2% of incoming sunlight.

e. All solar collectors and their associated support elements shall have a non-reflective finish and be of neutral paint colors to achieve visual harmony with the surrounding area.

f. All participating properties for solar energy systems shall have a single landowner. Solar energy system projects shall not be sited on more than one side of a public road, regardless of property ownership or municipality.

g. Ground-mounted solar energy system height shall not exceed 15 feet when oriented at maximum tilt.

h. When required, solar energy systems applicant shall pay all associated costs for application review, including but not limited to engineering, legal, environmental, planning, and the review required under SEQRA. When the Planning Commission determines that a review will require such costs, it shall provide an estimate to the applicant. Subsequently, such payment shall be made prior to commencement of full Planning Commission review after an initial meeting.

i. When solar energy systems are paired with BESS, it shall be noted in the Solar Development Application and be subject to applicable requirements of Town of Rotterdam's BESS code.

j. Visual Impact: A solar energy system shall not be installed in any location that would substantially detract from or block the view(s) of all or a portion of a recognized scenic viewshed, as viewed from any public road, right-of-way, or publicly owned land within the Town or that extends beyond the border of the Town.

k. Landscaping and Screening: Landscaping buffer areas shall be required between the Facility Area and adjacent property lines to screen the view of Tier 2 and larger systems. Buffer widths shall be as follows:

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i. Tier 2: 25 feet and may be increased to a maximum of 100-ft by the Code Enforcement officer. The Planning Commission may alter or waive this requirement in the case of carport or canopy systems in parking lots.
ii. Tier 3: 50 feet and may be increased to a maximum of 100-ft by the Planning Commission.
iii. Tier 4: 200 feet. If the project is located in zones I-1 or I-2 the buffer width may be reduced to 100-feet or other reasonable width determined by the Planning Commission.

Buffers shall use existing vegetation to the fullest extent practicable. If existing vegetation does not provide the desired screening or buffer width it shall be supplemented with new landscaping to form a continuous hedge at least 14 feet in height at planting shall be required and maintained for the life of the project. Berms, solid fencing, and opaque enclosures are the least desirable method of screening but may be proposed in situations where existing or new landscaping for screening is not practical. New landscaping proposed for the project shall be species native to the region and selected by a Registered Landscape Architect. All landscaping and screening methods shall be maintained and replaced as necessary during the life of the project.

l. Lighting: Where lighting is required for solar energy systems, it shall be limited to lighting required for safety and operational purposes and shall be cast downward and shielded from all neighboring properties and public roads. Lighting shall be capable of manual or auto-shut off switch rather than motion detection. All lighting sources and fixtures shall fully shield and comply with International DarkSky lighting standards. No light source may exceed a maximum Correlated Color Temperature (CCT) of 3,000K. "Dusk to Dawn" lighting is prohibited.

m. Fencing: Where fencing is required per this law or NEC code, it shall encompass all solar collectors, electrical and control equipment, substations, batteries, and shall be labeled, and secured to prevent unauthorized access. Such equipment shall be enclosed with a seven (7) foot high fence or per most current NEC requirements. Fencing shall have a self-locking gate to prevent unauthorized access and shall be wildlife permeable/friendly by including one way wildlife gates every 1,000 linear feet of perimeter fencing (minimum of two). Fixed-knot woven wire or other wildlife friendly fencing and mixed used fencing is preferred and shall include areas that shall allow small-to-medium sized animals (e.g., turtles, racoons, birds, etc.) areas which to easily pass through. Fencing shall be located inside any landscaping buffer area required by this Law. Barbed wire fencing is prohibited.

n. Signage: Warning signage shall be placed on solar equipment to the extent appropriate. All signs, streamers, or similar items, both temporary and permanent,

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are prohibited on solar equipment except the following, which must be posted at all points of Facility Area ingress/egress and any substation fencing:

i. Manufacturers or installer's identification;
ii. Appropriate warning signs and placards;
iii. Signs that may be required by a federal or state agency;
iv. Signs that provide a 24-hour emergency contact phone number and warn of any danger and signs that direct Fire department and Hazmat to emergency safety protocols. Said information shall be depicted within an area of no more than eight square feet.
v. As required by the NEC, disconnect and emergency shut off information shall be clearly displayed on a light-reflective surface.
vi. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
vii. No advertising signage is permitted.

o. Access Roads and Parking: Where required, roadways and parking will be provided to assure adequate operational and emergency access. Access roads will be reviewed for operational and fire safety purposes by the TDE, who may ask for the Local Fire Department's opinion of the proposed roads. Access roads shall be a minimum of width of 20 feet, and no greater than 26 feet wide. Adequate turnarounds shall be provided as determined applicable codes and the TDE. All roadways and parking areas associated with the solar energy system shall remain unpaved and, to the greatest extent practical, of pervious surfaces.

p. Site access: The fire break around the Facility Area fencing shall be accessible at all times and maintained at a level acceptable to the local fire department and emergency services, including snow removal. Snow removal on access roads shall be performed within 24 hours of a more than 6 inches snowfall, and at no point shall there be more than 6 inches of snow accumulation on the access roads through the course of winter season.

q. Slopes: Ground-Mounted Solar Energy Systems and associated equipment shall not be placed on slopes greater than 15 percent covering a minimum horizontal area of ¼ of an acre or 10.890 square feet and a minimum horizontal dimension of 10 feet. No earthwork may be done to for the sole purpose of altering natural slopes for placement of panel arrays to meet this requirement.

r. Site disturbance, including but not limited to, grading, soil removal, excavation, and soil compaction in connection with installation Facility Area shall be minimized to the greatest extent practical.

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s. Agricultural Areas: Solar energy systems shall limit the use of agricultural areas within their project limits to no more than 10 percent of soils classified by the NYS Department of Agriculture and Markets' Agricultural Land Classification as mineral soils groups 1 through 4. All solar energy systems shall adhere to the Department of Agriculture and Markets' Guidelines for Construction Mitigation for Agricultural Lands. Tier 4 solar energy systems shall not be sited on lands shown on the Schenectady County Agriculture District Map.

t. Blasting is prohibited for the construction of all solar energy facilities.

u. There shall be no drilling within 500 feet of active wells for construction of Tier 3 and larger solar energy systems.

v. No pesticides or herbicides are to be used within the Facility Area for the lifetime of the project.

w. All electrical lines and wiring associated with solar energy systems shall be buried to the greatest extent practical and include necessary encasements in accordance with the NEC. For Tier 3 and 4 systems, the applicant is encouraged to use ground mounted equipment at the POI to avoid viewsheds impacts to sensitive receptors. The Planning Commission may waive this requirement if sufficient engineering data is submitted, which demonstrates that underground lines are not feasible or practical. The applicant is required to show the locations of all proposed overhead and underground electrical lines including substations, switchyards, junction boxes and other electrical components for the project on the site plan.

x. Where required and prior to final approval of a solar energy system, all engineering documents, including site plan, Stormwater Pollution Prevention Plan and Decommissioning Plan, etc., shall be signed and sealed by a New York State-licensed professional engineer. The solar energy system shall comply with all requirements of Article XXVI Erosion and Sediment Control of Town Code, and applicable New York State laws periodically amended over time. The site shall be designed to avoid adverse changes to drainage, runoff, and overall site hydrology, which could impact both participating and other non-participating properties.

y. The Planning Commission or Town Code Enforcement Office may request any other information or documentation reasonably required for review or approval of an application, as applicable.

VIII. SECTION EIGHT – TIER 1 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed in all zones.

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b. Applications, Approvals, Fees, and Permits: Solar Development Application and Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

c. Setbacks:

1. Tier 1 systems are affixed to structures that shall conform to the setbacks in the subject zoning district. If the structure is existing and nonconforming with its zone requirements, setbacks shall be to the extent the structure remains lawful under other provisions of Town Code.

d. Specific Requirements:

1. Tier 1 systems shall not exceed the maximum allowed height of the principal use in any zoning district.

2. Tier 1 systems shall be mounted as flush as possible to the roof. Solar panels on flat roofs shall not extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher. Solar panels on pitched roofs shall be installed at the same angle as the roof's surface with a maximum distance of eight inches between the roof and the highest edge of the system. Solar panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached. To achieve proper solar orientation, panels may exceed the roofline by five feet.

3. In order to ensure firefighter and other emergency responder safety, except in the case when solar panels are installed on an accessory structure less than 1,000 square feet in area, there shall be a minimum perimeter provides a 36 inches wide access pathways area around the edge of the roof to provide space on the roof for walking around all solar collectors and panels.

4. All Tier 1 systems shall be required to display a permanent plaque or directory placed in an exterior location near the main or front entry of a residence or other structure that is readily visible to firefighters to identify system disconnect(s) location. The plaque or directory shall meet all New York State Building Code standards for reflection, lettering, and color for easy visibility.

IX. SECTION 9 – TIER 2 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed in all zones.

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b. Applications, Approvals, Fees, and Permits: Solar Development Application and Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

c. Setbacks:
   1. All Tier 2 systems shall be set back from the property line by the greater of 25 feet or the otherwise applicable setback in the subject zoning district.

d. Specific Requirements:

   1. All applicable requirements listed under Section 7 of this Law.

   2. Tier 2 systems shall only be permitted in the side or rear yards of properties. In the case of carport or canopy systems, the applicant may apply to the Planning Commission for consideration of Tier 2 systems in front yards for parking lots and commercial use.

   3. The area beneath Tier 2 systems shall be included in calculating lot coverage requirements for the subject zone.

   4. The installation of Tier 2 systems shall be considered a land development activity for purposes of Article XXVI of Town Code.

   5. Ground-mounted solar energy system shall have views minimized from adjacent properties to the extent reasonably practical. Solar energy equipment shall be located in a manner to reasonably avoid and/or minimize blockage of views from surrounding properties and shading of other properties.

   6. All Tier 2 systems shall be required to display a permanent plaque or directory placed in an exterior location near the main or front entry of the property or other structure that is readily visible to firefighters to identify system disconnect(s) location. The plaque or directory shall meet all New York State Building Code standards for reflection, lettering, and color for easy visibility.

X. SECTION 10 – TIER 3 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed in all zones.

b. Applications, Approvals, Fees, and Permits: Solar Development Application; Site Plan, Special Use Permit approval process; Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

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c. Setbacks:

1. All Tier 3 systems shall be set back from the property line by 100 feet as measured to the fenced perimeter of the Facility Area.

2. The following may not be subject to required property line setback herein unless otherwise directed by the Planning Commission.
    i. Access roads proposed from a public road to the fence of a solar energy system, including any stormwater management, or other necessary infrastructure installed for the purpose of this access road.
    ii. POI connections to electrical distribution systems on public roads or utility right of ways.

d. Specific Requirements:

1. All applicable requirements listed under Section 7 of this Law.

2. Facility Area shall not exceed 50 percent lot coverage, except in Agricultural Districts which shall not exceed 30 percent lot coverage.

3. All requirements of Article XVII Site Plan Approval and Article XIX Special Use Permit. In addition to these sections, Site Plans for the application shall also contain the following:
    a. Location map showing types of existing structures and uses on the site, public roads, and other properties within 2,500 feet of the boundaries of the site including any bordering municipalities.
    b. Site plan shall provide surveyed data of abutting properties to the Participating Property parcel(s) showing all principle and accessory buildings (residential and commercial), roads, utilities and private or public wells; and labeling distances from those features to the Participating Property boundary;
    c. Location and description of all solar energy system components, whether on site or off site, all above and below-ground utility lines on the site, transformers, POI, Renewable Energy Electrical Substations when required for project, fencing, laydown, and storage areas to be used as part of construction and other ancillary facilities or structures;
    d. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.
    e. Label all setback distances as required by Town laws;

4. Part 1 of a full a Full Environmental Assessment Form for SEQRA.

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5. Upon receipt of an application, the Town requires proof of mailing, at the Applicant's expense, a notice of the proposed project to all owners of property within a one (1) mile radius of the Participating Property boundaries regardless of municipality. Notices shall contain a summary of the project, a designated contact person, with telephone number, e-mail address, and mailing address from whom information will be available on a going forward basis.

6. An electrical diagram detailing the solar energy system installation, associated components, and electrical interconnection methods, with all disconnects and over-current devices identified.

7. Manufacturer data on all proposed solar energy system components.

8. Documentation of access to the Facility Area via a lease agreement or other instrument to show the landowner's consent to the project.

9. Documentation of utility notification, including proof of interconnection agreement. Projects not viable to the utility company shall not be considered by the Planning Commission.

10. Decommissioning plan, including cost estimate and description and form of financial surety as described in other sections of this law.

11. Deforestation: Previously cleared or disturbed areas are preferred locations for solar projects.

    a. Forested lands and woodlands shall not be deforested to construct solar energy facilities.

    b. Shrubland, isolated trees or stand of trees in otherwise open space may be cut. However, clear cutting of trees more than three inches in diameter at breast height in a single contiguous area exceeding 20,000 square feet is prohibited. This clearing restriction shall apply to trees cleared for entire facility area, in and outside fenced perimeter of facility area, and on the participating properties.

    c. The applicant will be required to retain the services of a qualified arborist and/or forester to define, delineate and certify in writing the limits of forest, shrubland, and tree stands. if there is uncertainty in the participating properties' land covers.

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d. Removing trees beyond what is deemed necessary by the Planning Commission to install and maintain the solar energy systems shall be prohibited.

e. Unless waived or altered by the Planning Commission, trees more than three inches in diameter at breast height that are removed from shall be replaced at a 1:1 ratio on the participating properties, or at other locations within the Town of Rotterdam agreed to by the Planning Commission and involved landowners.

Any portion of a property that has been clear-cut in excess of the area described in the paragraphs above shall not be included in an application for a solar energy facility for a period of three (3) years following such clear-cutting. The applicant shall submit aerial imagery of the participating properties for a period of three (3) years prior to the date of application.

12. Renderings: Applicant shall provide a photo simulation by an independent third-party vendor, with scaled color visual renderings to demonstrate the adequacy of proposed buffering/screening at the completion of construction of the solar energy system, and similar visual renderings of the projected maturation of the buffering/screening at five years and 10 years after completion of the solar energy system. The Planning Commission may require the above renderings from multiple angles or perspectives as they deem appropriate.

13. Acoustical noise studies by an independent third-party vendor shall be submitted with the application, which provide analysis of all noise-generating equipment that may be included in the project, including for construction. Noise generated from the solar energy system's components and associated ancillary equipment, including but not limited to transformers, inverters, storage devices, substations, and tracking motors shall provide for no discernable difference from existing noise levels at property lines. The study shall contain:

    a. Actual measurements of existing daytime and nighttime ambient noise at the boundary of the participating properties. Ambient noise testing locations and schedule shall be discussed with the Planning Commission before testing takes place.
    b. Proposed noise model to predict potential increase in noise from the project for pre-construction and post-construction conditions at both the project boundaries and nearest adjacent receptors (neighboring houses, etc.).
    c. Nosie studies shall follow industry norms and report their findings using A-weighted methodologies.

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The Planning Commission may require additional analysis as they deem appropriate and may require noise mitigation or additional setbacks as needed to meet this requirement.

14. Glare studies prepared by an independent third-party vendor shall be submitted with the application, which shall demonstrate that any glare or heat to be produced by the solar project does not have a significant adverse impact on neighboring properties or roadways. The study shall:
    a. Be prepared to determine predicted glare caused by the proposed solar energy system or facility that may affect off-site property locations and effecting residences and view sheds, which shall be referred to as solar equipment glare.
    b. Include a statement of projected glare impact, certified, and signed by a qualified specialist or Professional Engineer, stating the proposed glare impact analysis is accurate.
    c. A post-construction glare monitoring plan shall be submitted, which at a minimum, requires annual certification by a qualified specialist or Professional Engineer of the applicant or facility owner that the solar energy system or facility conforms to the requirements of this section. If no complaints regarding glare are filed with the Town in the initial two-year period after the system or facility becomes operational, the applicant/ facility owner may request that the annual certification be suspended.

15. A storm water pollution prevention plan in accordance with all requirements of Article XXVI Erosion and Sediment Control, and applicable New York State laws periodically amended over time, shall be submitted for review and approval by the Town's MS4 office and the TDE.

16. A 15-foot-wide fire break, in accordance with NYS Fire Code, shall be maintained around the immediately outside the fenced permitter of the Facility Area.

17. As part of the Operation, Safety and Maintenance Plan in Section 13 of this Law, the applicant shall document existing firefighting resources near or on the Participating Properties that may include, but not limited to: distance to nearest fire hydrant, dry hydrants, ponds, or other waterbodies sufficient for drawing water in emergency situations. If firefighting resources do not exist within a reasonable distance to the project, the Planning Commission, in consultation with the local fire department and TDE may require retention ponds and dry hydrant construction to meet firefighting needs.

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18. Construction Hours and Guidelines: Drilling or pile driving for racking foundations or other equipment, truck idling and deliveries shall be limited to Monday through Friday between the hours of 8 a.m. and 6 p.m. and shall not be conducted outside these hours, or on Saturdays, Sundays, and Federal holidays recognized by New York State. Truck idling in excess of 5 minutes is prohibited by State Law, and when it is to legally occur, shall only take place during construction hours listed above. All other activities may follow construction hours guidelines in other sections of Town Code. If, due to safety, emergency or continuous operation requirements, construction activities are required to occur beyond the allowable work hours, the applicant shall notify the Town Code Enforcement Office with forty-eight (48) hours advanced notice, unless such construction activities are required to address emergency situations. In such cases, as much advance notice as is practical shall be provided. Violations and penalties of this provision shall be in accordance with other sections of Town Code concerning noise violations.

19. Construction Equipment Noise: Construction equipment and all trucks delivering to the site shall use alternatives to back-up beepers such as warning alarms, white noise systems, flaggers/spotters, and other OSHA approved systems. Violations and penalties of this provision shall be in accordance with other sections of Town Code concerning noise violations.

20. Within 30 days after completion of the solar energy system, the applicant shall file in the Code Enforcement Office a post-construction certification from a professional engineer registered in New York State stating that the project complies with applicable codes and industry practices and has been constructed and is operating according to the design plans. The applicant shall further provide certification from the utility that the facility has been inspected and connected.

XI. SECTION 11 – TIER 4 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed by right in Zones I-1 and I-2. Allowed by Solar Energy Overlay District in any other zone pending approvals listed below.

b. Applications, Approvals, Fees, and Permits: Solar Development Application; Site Plan, Special Use Permit approval process; Solar Energy Overlay District Approval; Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

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i. A pre-submission conference with the Town is required. The applicant shall provide the opportunity for an on-site visit by any interested Town committee or board members.

c. Setbacks:

1. Tier 4 systems located in zones I-1 and I-2 shall be set back from the property line by 100 feet as measured to the fenced perimeter of the Facility Area. The setback shall be increased to 500 feet for all other zones.

2. Renewable Energy Substations systems shall be set back 750 feet from property lines and 900 feet from active water wells.

3. Tier 4 Facility Areas shall be setback at a minimum of 200 feet from regulated wetlands, ponds, and streams, unless otherwise waived from this requirement by the Planning Commission upon receiving proper permit from regulatory agency.

4. The following may not be subject to required property line setback herein unless otherwise directed by the Town of Rotterdam Planning Commission.

a. Access roads proposed from a public road to the fence of a solar energy facility, including any stormwater management, or other necessary infrastructure installed for the purpose of this access road.

d. Solar Energy Overlay District: In order for Tier 4 systems to be sited in areas of the Town outside of Zones I-1 and I-2, the applicant must petition the Town Board to amend the Town of Rotterdam Zoning Code and Map to include a Solar Energy Overlay District over the Participating Properties. The purpose of the overlay district is to preserve existing zoning where a Tier 4 project is proposed and add to it a use for such a facility, with any condition(s) the Town Board deems necessary to include. Petitioning for this overlay district shall follow all procedures for such process under State and Town law.

e. Escrow for Review and Operations: Tier 4 projects will require more oversight and services by the Town and their selected consultants. In addition to the normal escrow requirements of section 7, the account shall also include adequate funding for any necessary mailings by the Town, construction inspection, annual inspections, and for monitoring during operation of the facility. The escrow account shall be replenished when required by the Town and shall be maintained for the life of the project. Failing to replenish the account may result in postponing the review of a project or activating the Decommissioning Agreement.

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f. Specific Requirements:

1. All applicable requirements listed under Section 7, and all requirements of Section 10 (d) of this Law.

2. Application materials must contain a statement clearly indicating how the proposed facility is consistent with Comprehensive Plan and Open Space Plan.

3. The Applicant shall disclose the full scope of the planned size of the project, including any other involved municipalities, and shall not segment the application for purposes of reducing the apparent significance of proposed plans. Where the Planning Commission or Lead Agency has substantial proof that the ultimate scope of the project may exceed that which is actually being proposed by the Applicant, it shall conduct its review and base its findings on the larger potential scope.

4. Solar Energy Systems shall not be placed on properties included on or in the viewshed of New York State or Natural Register of Historic Places or has submitted an application for inclusion as historic and/or culturally significant resources to the New York State Historic Preservation Office.

5. Solar Energy Systems shall not exceed a maximum project size of 100 contiguous acres.

6. No solar energy systems of Tier 4 and greater may be within a 2.5-mile radius of any other facility of Tier 4 size or greater, regardless of municipality.

7. Solar energy systems of Tier 4 and greater shall not be located above the elevation of 1,000 feet (NAVD 88), or along ridgelines and on hilltops.

8. In addition to Section 10(d)(5) of this Law, required notice to surrounding landowners shall contain a link to a project website, created and paid for by the applicant, which is meant to disseminate information to the public. At the Applicant's expense, publication of notice of application shall be made in newspapers designated by the County of Schenectady and Town of Rotterdam for same. Notice shall also be provided to each member of the State and County Legislature in whose district any portion of the proposed solar facility is located in, or which district the project abuts upon.

9. Upon submission of an application, the Applicant shall conspicuously post signage on the frontage of participating properties at all roads abutting the proposed project and at the proposed entryways/exits to the project. Signage must be at of sufficient size to contain the name of the proposed project, the application number, a rough concept map of the project, and contact information for the developer as well as a

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proposed project website address. Signage shall be sized and placed at a safe distance from the public roadway as to not interfere with sight distance on the roadway or any adjacent driveways.

10. In addition to Noise Studies requirements under Section 10(d) of this law, within 90-days of project completion the applicant or facility owner shall conduct a post-construction noise sampling shall at locations and schedule discussed with the Planning Commission prior to testing. If noise sampling is found to be greater than predictions the Applicant may be required to mitigate the sound to a level sufficient to the Planning Commission. Failure to implement mitigation measures within 90-days of notice will result in Abandonment of the project and Decommissioning will commence. The applicant may request one (1) 90-day extension if reasonable evidence that the requested measures cannot be completed in 90-days. Further, violations and penalties of this provision shall be in accordance with other sections of Town Code concerning noise violations. The town may use the project's escrow account to hire an independent, third-party engineer/noise monitor to oversee compliance with noise requirements and the ongoing obligation of same for the lifetime of the project.

11. A GIS viewshed analysis of the Zone of Visual Impact (ZVI) prepared by an independent third-party vendor; defined as the area from which the proposed undertaking may be visible within a one-half mile (0.5) buffer around solar fields covering 4 to 39 acres in size, a one-mile buffer around solar fields covering 40 to 60 acres, a three-mile buffer for solar fields covering 61-80 acres, and a four-mile buffer for solar fields covering 81-100 acres. Positive visibility of the solar field must be based upon bare-earth topography only (do not factor in vegetation). Forested lands shall be assigned a height of 30 feet unless otherwise factually disputed. The analysis should be presented as an orthorectified aerial base map with the buffer boundary and project area indicated and ZVA highlighted. A visual analysis shall be provided from all property owners immediately adjacent to the proposed solar energy system. The analysis shall be for each season and from the building face at eye level from grade. The visual analysis will quantify the severity of the visual impact. A balloon study which provides aerial viewshed maps, model-massing, and photorealistic simulations shall be performed if deemed necessary by the Planning Commission. All required tests must comply with specific balloon test performance criteria and simulation guidelines of the National Park Service and the Bureau of Land Management.

12. In addition to landscaping requirements within this law, the applicant shall prepare a vegetation management plan that includes a list of all proposed plantings and seeding mixes, summarizes clearing operations, discusses the location of offset plannings if offsets are required, provides information on protection of pollinators

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and perennial vegetation, and lists the methods and frequency of vegetation maintenance.

13. Wildlife: Development and operation of solar energy systems shall have no significant impact on fish, wildlife, or plant species or their critical habitats, or other significant habitats identified by the Town or other federal or state regulatory agencies. To assure this condition the following must be provided:

    a. Environmental Resource Map: The Applicant shall generate a site map delineate sensitive environmental features (wetlands, slopes, soils, land covers, etc.) along with other site information to identify and describe how the proposed solar energy system shall avoid or mitigate adverse impacts to these resources. Lands that have the highest ecological value as evidenced by large, continuous areas of forest, undisturbed drainage areas, wetlands or NYSDEC identified critical habitats or rare plant and animal populations shall be avoided.
    b. Wildlife Habitat Assessment: The Applicant shall employ an independent third-party with qualifications as an ecologist to generate a habitat assessment. The assessment shall include:
        i. A sketch map (e.g., drawn on an aerial photo image) depicting the habitats and watercourses on and near the property along with roads, existing structures, and other features that would help the applicant and the town understand the spatial relationships of existing natural and cultural features.
        ii. Describe the habitats and ecological communities on and near the site, using classifications from standard references relevant to this region.
        iii. Summarize species evident to ecologist that may inhabit the participating properties and surrounding areas.
        iv. Note any species of concern, threatened, endangered or otherwise.
        v. Address on-site bird and bat migration, nesting, and habitat surveys and recommend or conduct surveys for such species during the appropriate seasonal windows during the year prior to submittal of an application.
        vi. Discuss potential impacts due to the proposed Solar Energy System, and potential mitigation if required,
        vii. Cite all sources and references, including using the most recent New York State Department of Environmental Conservation survey protocols for grassland birds and winter raptors. For other wildlife, applicants shall follow NYSDEC guidance on appropriate survey methods.

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c. Provide additional wildlife surveys as required based on the findings of the Habitat Assessment, or as required by federal, state, and local agencies.

d. The applicant shall hire an independent, third-party environmental monitor to oversee compliance with environmental commitments and siting requirement, and the ongoing obligation of same for the lifetime of the project. The environmental monitor shall perform regular site inspections of construction work sites and provide annual inspections of the completed solar energy system at the expense of the developer, ATIMA, ISAOA.

14. Designated traffic routes for construction and delivery vehicles to minimize traffic impacts, wear, and tear on local roads, and impacts on local business operations shall be proposed by the applicant and reviewed by the Planning Commission. At the Planning Commission discretion, a Road-Use Agreement may be required for the desired traffic route.

15. Well water and ground contamination testing shall be required for all Tier 4 and greater projects.

    a. The applicant, Town, and TDE shall develop a list of potential contaminants that will be tested for, and the location of testing based on the proposed equipment for the Tier 4 facility prior to testing.
        viii. List of contaminants that may be tested for includes but is not limited to: sulfuric acid, mercury, nickel, cadnmium (known Carcinogen), cadnium telluride, lead, lithium, cobalt, lithium, iron, arsenic, silicon, copper, silver, selenium, copper indium selenide, copper indium gallium, diselenide, (di)selenide, hexafluoroethane, polyvinalm fluoride, PFAS, and any other contaminant required for testing by the Town, County or State for this type of facility at the time testing takes place.
    b. At the applicant's cost, a escrow account with the Town shall be established to provide an independent third-party testing agency that may provide testing of the Facility Area and of water wells on properties within 1000-ft of the facility area.
    c. At the applicant's expense, notice shall be given to all property owners within 1000-ft that water well testing is available.
    d. Pre-construction testing: Initial testing shall take place within 12-months of establishing special escrow account. Test results for the Participating Properties shall be furnished to the Town. Results for adjacent properties will be given to the property owner to be shared at their discretion.
    e. Post-construction testing: Post-construction testing shall take place within 24-months of final construction of the Tier-4 facility. Test results

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for the Participating Properties shall be furnished to the Town. Results for adjacent properties will be given to the property owner to be shared at their discretion.

XII. SECTION TWELVE – REQUIRED AGREEMENTS

The following applies to Tier 3 and greater solar energy systems, unless waived or altered by the Planning Commission.

a. Road Use Agreement: The applicant shall execute a road use agreement with the Town if town roads are to be used for the project. Prior to the issuance of the building permit and commencement of construction, an existing condition assessment of the proposed hauling routes using town roads shall be undertaken by the applicant at the applicant's expense. Any damage to a Town road during construction caused by the operator or its subcontractors shall be repaired or reconstructed to the satisfaction of the Town Highway Superintendent at the operator's expense.

b. Performance Guarantees: The Town will require the applicant or facility owner to provide, prior to construction, a performance bond or cash escrow that names the Town of Rotterdam as the beneficiary, to ensure proper operation and maintenance of all below noted facilities, both during and after construction and until the solar energy facility is removed from operation. If the applicant or facility owner fails to properly operate and maintain below noted facilities, the Town, after giving reasonable notice for non-emergencies, may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs. After which, the account shall be replenished by the applicant or facility owner within 90 days, or else the facility will be considered abandoned, and decommissioning shall be enacted.

    i. Facilities for performance guarantees:
        1. All proposed landscaping and screening for the project in the amount of 50 percent the installed cost.
        2. Stormwater management and erosion and sediment control facilities required for the project in the amount of 50 percent the installed cost.
        3. Any other facility as part of the proposed project, deemed necessary for inclusion to this section by the Planning Commission.

c. Decommissioning: The applicant shall execute a decommissioning agreement and financial surety as described in Section Fourteen of this law.

d. Indemnification: The applicant system shall execute an indemnification agreement with the Town. The agreement shall require the applicant/owner/operator to at all times defend, indemnify, protect, save, hold harmless and exempt the Town and its

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officers, councils, employees, attorneys, agents and consultants from any and all penalties, damages, costs or charges arising out of any and all claims, suits, demands, causes of action or award of damages whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of or be caused by the placement, construction, erection, modification, location, equipment's performance, use, operation, maintenance, repair, installation, replacement, removal or restoration of said solar energy system, excepting however any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town or its employees or agents. With respect to the penalties, damages or changes referenced herein, reasonable attorneys' fees, consultant fees and expert witness fees are included in those costs that are recoverable by the Town.

e. Payment in-lieu of Taxes: The applicant shall enter into an agreement for a payment in lieu of taxes (PILOT) with the Town Board pursuant to Real Property Tax Law Section 487. This PILOT agreement shall be reviewed and approved by the Town Board. A PILOT agreement executed with the county IDA, acceptable to the Town Board, in its sole discretion, for the solar energy system may serve to meet the requirements of this section.
    i. No building permit shall be issued, or construction commenced for a solar energy system until such time as the PILOT agreement has been executed by all parties and recorded at the Office of the County Clerk.
    ii. The PILOT shall run to the benefit of the Town and School District, and be executed by the operator and the owners of the real property upon which the solar energy system is to be located and such signatures be notarized in such a way that allows the PILOT agreement to be recorded at the Office of the County Clerk. Prior to commencement of construction, the PILOT agreement shall be recorded at the Office of the County Clerk as a lien on the property and indexed against the property/properties upon which the solar energy system is to be constructed. The intent of this provision is so that should the operator of the solar energy system default with regard to the PILOT agreement, such obligation will become the responsibility of the then owner of the property upon which the solar energy system is sited and failure to satisfy the terms of such agreement will permit the Town to enforce such agreement against the owner.

f. Community Host: Applicable to only Tier 4 and higher systems, an Open Space Public Benefit Fee shall be paid to the Town as part of site plan approval. Tier 4 Solar Energy Systems constitute a unique land use that impacts the Town's ability to retain its suburban and rural aesthetic and occupies large swaths of green space while converting open and/or agricultural lands with potential for more suitable development.

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i. The Planning Commission, as part of its site plan approval for any Tier 3 Solar Energy System, will require a Fee of seven thousand dollars ($7,000) per acre, or portion thereof; amount to be based upon all land occupied within the fenced area, as described in Section 7, 2, B, including all solar panels, storage, and related equipment.
ii. Upon the recommendation of the Planning Commission, the Town Board may reduce this fee to two thousand five hundred dollars ($2,500) per acre of land, if the dedication of equal or better-quality land (fee simple absolute) is accepted by the Town Board.
iii. Fees collected pursuant to this section shall be allocated to funds designated for parkland or open space at the Town Boards discretion.
iv. Open Space shall have the following meaning; any space or area characterized by natural scenic beauty whose existing openness, natural condition, or present state of use, if retained, would enhance the present or potential value of abutting or surrounding development or would maintain or enhance conservation of natural or scenic resources. For the purposes of this definition, "natural resources" shall include, but not be limited to, agricultural lands defined as open lands actually used in bona fide agricultural production.

XIII. SECTION THIRTEEN – SYSTEM OPERATIONS AND SAFETY

The following applies to Tier 3 and greater solar energy systems, unless waived by the Planning Commission.

a. Operation, Safety and Maintenance Plan: The applicant shall submit a comprehensive operation, safety and maintenance plan that addressing the following:
    i. Contains an executive summary sheet at the front of the document which clearly shows the following:
        1. Facility owner information and contact, both phone and current email address.
        2. Landowner information and contact, both phone and current email address.
        3. An emergency contact phone number for a competent person who can be to the facility within one (1) hour or less notice. The individual shall have access to the facility gates, knowledge of the site and able to quickly identify electrical disconnect locations.
        4. An emergency contact at the Utility Company associated with the solar energy system POI.
        5. Contact information for company or individual responsible for regular maintenance and landscaping of the site.

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ii. Describes continuing maintenance and upkeep, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code and all applicable codes. Shall address the following:

1. Broken panels and any other damaged or malfunctioning equipment shall be removed, replaced, or repaired from the site within 30 days of discovery or notification of problem at the expense of the developer, ATIMA/ISAOA.
2. System equipment, grounds, fencing and buffer areas shall be maintained in good condition by the operator.
3. Plant growth shall be controlled by mowing or grazing.
4. The use of herbicides and pesticides within the Facility area is prohibited.
5. Only DEC approved cleaning products applied by DEC approved applicators are allowed.

iii. The applicant shall prepare an Emergency Operations Plan in cooperation with town emergency service providers, which will become part of the Operation, Safety and Maintenance Plan. A copy of the approved plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials and emergency responders. The emergency operations plan shall include the following information:

1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

2. Procedures for inspection and testing of associated alarms, interlocks, and controls.

3. Procedures to be followed in response to notifications from the solar energy system that, when provided, could signify potentially dangerous conditions, including shutting down equipment, summoning service, and repair personnel, and providing agreed upon notification to fire company personnel for potentially hazardous conditions in the event of a system failure. All means of shutting down the solar energy system shall be clearly marked.

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4. The property must be inspected after a National Weather Service designation of a Severe Weather event to ensure that the property did not sustain damage. Reports of said inspection shall be filed with the Town Building Inspector.

5. Emergency procedures to be followed in case of fire, explosion, release of liquids, oils, or vapors, damage to critical moving parts, or other potentially dangerous conditions.

6. Response considerations similar to a material safety data sheet (MSDS) that will address response safety concerns and extinguishment when an MSDS is not required.

7. Procedures for dealing with solar energy system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged equipment from the facility. System owner shall provide guaranteed non-emergency and emergency response times of a qualified subject matter expert to the DPW and local emergency responders.

8. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders.

9. Procedures and schedules for conducting drills of these procedures and for training local (all agencies within 15 miles) emergency responders on the contents of the plan and appropriate response procedures. Training shall be taught by a New York State certified instructor, performed annually, and shall include local and mutual aid emergency responders. Training and specialty equipment shall be paid for by the developer, ATIMA/ISAOA.

10. The system owner shall notify the local fire department, county emergency management office and the town building inspector at least one week prior to any scheduled maintenance or equipment swap out.

11. In the event of a fire, all contaminated soil must be removed and disposed of properly, in accordance with all applicable laws.

b. Consultation with Town Emergency Services: The applicant shall arrange an on-site meeting with the fire department having primary coverage of the project area

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and any other associated emergency service provider or Town department, to review the components of the system, safety issues and procedures for emergency response. This shall include details on the location of labeled warnings, access to the site, and emergency disconnection of the system. A draft version of the Operation, Safety and Maintenance Plan described above shall be made available to attendees of this meeting at least seven (7) calendar days before. The applicant shall take feedback from attendees and amend the Operation, Safety and Maintenance Plan as needed.

c. Ownership Changes: If the owner or operator of the solar energy system changes or the owner of the property changes, all requirements of the special use permit shall remain in effect. Approval to operate the system shall continue, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, decommissioning plan, security, escrow, and any other binding agreements. A new owner or operator of the solar energy system shall notify the Code Enforcement Officer and the Town Supervisor of such change in ownership or operator 30 days prior to the ownership change. All the terms set forth herein shall be binding on developers, ATIMA/ISAOA.

d. Annual Report/Inspection: On a yearly basis, the solar energy system owner shall provide the Town a report showing the rated capacity of the system and the amount of electricity that was generated by the system and transmitted to the grid. The report shall be submitted no later than 30 days after the end of the calendar year. Additionally, an applicant/operator shall hire an independent, third-party engineer/inspector approved by the Town to oversee compliance with site and operational requirements and the ongoing obligation of same for the lifetime of the project. The engineer/inspector shall perform a site inspection if a complaint regarding the solar energy system and any of its components is made to the Town of Rotterdam Code Enforcement Officer. Annual inspections of the completed solar energy system shall be performed at the expense of the developer, ATIMA, ISAOA.

e. Project Changes: Any changes to the solar energy system that occur after final approval from the Planning Commission, except for immaterial modifications as defined herein, shall be done by amendment to the special use permit only and shall be subject to the requirements of this law.

Unless expressly limited by a condition imposed in the permit, the Code Enforcement Officer, or other Town designee may, during project construction, allow immaterial modifications to the design of the project as represented in the final set of site plans reviewed by the Planning Commission. Such immaterial modifications shall only be allowed in response to a written request by the

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applicant. All such requests shall be addressed to the authorized Town designee, with copies to the Chairman of the Planning Commission, and the TDE.

f. Insurance:

i. Unless waived by the Town, the applicant or facility owner shall agree to secure and maintain for the duration of the project, public liability insurance as follows:

1. Commercial general liability covering personal injuries, death and property damage: $5,000,000 per occurrence, $10,000,000 aggregate, which shall specifically include the Town and its officers, councils, employees, attorneys, agents and consultants as additional named insured;

2. Umbrella coverage: $10,000,000.

ii. Insurance Company: The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with at least a Best's rating of "A".

iii. Insurance Policy Cancellation: The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town with at least 30 days prior written notice in advance of cancellation.

iv. Insurance Policy Renewal: Renewal or replacement policies shall be delivered to the Town at least 15 days before the expiration of the insurance that such policies are to renew or replace.

v. Copies of Insurance Policy: No more than 15 days after the grant of the permit and before construction is initiated, the permit holder shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.

vi. Certificate of Insurance: A certificate of insurance that states it is for information purposes only and does not confer sufficient rights upon the Town shall not be deemed to comply with this law.

g. Construction Inspection: The escrow account required herein shall be used to provide inspection by a town engineering consultant during construction of the solar energy system. Work shall remain accessible and exposed until inspected and accepted by the town's consultant. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to how the work fails to comply with the Uniform Code or conditions of the special

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use permit. Work not in compliance shall remain exposed until brought into compliance, reinspected, and found satisfactory as completed. During construction, the Town Building Inspector/Code Enforcement Officer can issue a stop order at any time for violations of the special use permit.

h. Operational Inspection: Upon 24 hours advance notice to the owner/operator or designated contact person, the Town of Rotterdam Code Enforcement Officer/Building Inspector or his or her designee may enter the solar energy facility to verify compliance with any requirements or conditions. The solar energy system shall be inspected by a New York State licensed professional engineer, under contract with the town and paid by the escrow account required herein, to ensure that it is operating according to the conditions of the special use permit. Such inspections shall be done annually, and at any other time, upon a determination by the Town's Building Inspector that damage may have occurred. The engineer shall file an inspection report with the Town Code Enforcement Officer/Building Inspector. All recommendations for maintenance and repair contained in said report shall be completed by the operator within a written schedule agreed on by the Code Enforcement Officer/Building Inspector.

i. Groundwater Testing: For Teir 4 or larger facilities, Unadulterated soil samples shall be taken at 4 corners of the proposed site. Testing shall utilize 4-foot holes, with testing at 2-foot increments. One monitoring test hole shall be at the lowest elevation on the site. In the event groundwater contamination occurs as a result of the solar facility, the operator, at its sole expense, shall provide a reliable alternative water source and address the contamination in accordance with all legal requirements.

XIV. SECTION FOURTEEN – ABANDONMENT OR DECOMMISSIONING OF SYSTEMS

The following applies to Tier 3 and larger solar energy systems. A proposed Decommissioning Agreement shall be provided by the applicant and approved by the Town Board. No building permit shall be issued for a solar energy system until the Decommissioning Agreement has been executed and financial surety provided as set forth below.

a. Cause to implement decommissioning plan.
   i. If a solar energy system ceases to perform its originally intended function for more than 12 months or is considered abandoned by the Code Enforcement Officer for lack of maintenance and other provisions of this law, the Code Enforcement Officer shall notify the owner and/or operator of the facility to implement the decommissioning plan. Within 180 days of notice being served, the facility owner shall either restore operation or complete implementation of the decommissioning plan. If the owner and/or operator fails to fully implement the decommissioning

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plan within the 180-day time period and restore the site to original conditions as required, the Town may implement the decommissioning plan in accordance with the law, and recover all expenses incurred for such activities from the financial surety described in other sections of this law, and if required, from the defaulted facility owner.

ii. If the applicant begins and does not complete construction within eighteen (18) months after receiving final site plan approval, the decommissioning plan may be implemented unless the facility owner can show to the satisfaction of the Code Enforcement Officer good cause as to why this time should be extended for a maximum of 6 months. At which time if the facility is not fully constructed and operating, the Code Enforcement Officer may implement the decommissioning plan in accordance with this law.

b. Decommissioning Plan: The plan shall be submitted as part of the application to the Planning Commission. The decommissioning plan that ensures that the site will be restored to a useful, nonhazardous condition without delay, including but not limited to the following provisions:

i. The removal of the solar energy system within the from the facility area, including but not limited to all above and subsurface structures, electrical equipment, wires, footings, ground anchors, cables, utility poles, point of interconnection, concrete, switch gears, transformers, fencing, renewable energy electrical substations, inverters, roadways, stormwater management features, roadways, etc.

ii. Compacted portions of the site shall be decompacted and excavations shall be backfilled to restore the site. Restoration of the original surface grade and topsoil installation after removal of facility.

iii. Revegetation of restored topsoil areas with native seed mixes, excluding any invasive species.

iv. The cost of removing the entire solar energy system based upon prevailing wages and any other requirements applicable to municipalities under state or federal law.

v. No salvage value shall be attributed to any of the components of the solar energy system and/or the solar energy equipment.

vi. A schedule and methods for the removal of the solar energy system and/or the solar energy equipment, including any ancillary structures.

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vii. A plan for restoring the property to its pre-installed condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing. Such restoration shall follow NYS Department of Agriculture & Markets Guidelines for Solar Energy Projects — Construction Mitigation for Agricultural Lands, as updated.

c. Financial Surety

i. Financial Surety shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal of the solar energy system and restoration of the site subsequent to removal.

ii. Prior to the issuance of a building permit and every five (5) years thereafter, the solar energy system owner shall file with the Town evidence of financial security to provide for the full cost of decommissioning and removal of the solar system in the event the system is not removed by the system owner. Evidence of financial surety shall be in effect throughout the life of the system and shall be in the form of an irrevocable letter of credit or other security acceptable to the Town Board. The irrevocable letter of credit shall include an automatic extension provision, to be issued by an A-rated institution solely for the benefit of the Town, substantially in the form attached hereto as Exhibit A.

iii. The amount of the financial surety shall be 150 percent of the estimated cost of removal of the solar energy system and restoration of the property, with an escalator of 2 percent annually (or Consumer Price Index change if more than the annual escalator of 2 percent) for the life of the solar energy system and shall not consider the net salvage value of any such project components. The financial surety established by the agreement shall not be subject to disclaimer or rejection in a bankruptcy proceeding. The amount of the surety shall be determined and certified by the applicant's engineer and shall be reviewed by the TDE. The amount of the surety may be adjusted by the Town during each five (5) year review as required.

iv. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The financial surety shall remain in full force and effect until 90 days after the restoration of the property, as set forth in the decommissioning plan, is completed.

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v. Any cost incurred by the Town that exceeds funding available to them from financial surety, which cannot be recovered from the defaulted facility owner, shall be assessed against the property, in a manner appropriate by law, and in the form of tax, lien or other available method enforceable by the Town.

XV. SECTION FIFTEEN – PUBLIC UTILITY USE

A solar energy facility shall not be considered a Public Utility Use.

XVI. SECTION SIXTEEN – SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be impaired, illegal, invalid, unenforceable, or unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect, and shall be fully severed from this Code, and there shall be automatically added in lieu thereof a provision as similar in terms and intent to such severed provision as may legal, valuable, and enforceable.

XVII. SECTION SEVENTEEN – EFFECTIVE DATE

This local law shall take effect immediately upon the filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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EXHIBIT A

EXAMPLE FORM OF LETTER OF CREDIT
TO BE DETERMINED BY TOWN BOARD, TOWN ATTORNEY
[*ISSUING BANK]* IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE:
[Date of issuance]

Town of Rotterdam ("**Beneficiary**")

Rotterdam, New York 12306
Attention: Town Supervisor

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No._____

Sir/Madam:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "**you**") this Irrevocable Standby Letter of Credit No. _____ (the "**Letter of Credit**") for the account of _____ on behalf of _____located at _____ ("**Account Parties**"), effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms and conditions of the Decommissioning Agreement to be executed by the Account Parties.

1. **Stated Amount.** The maximum amount available for drawing by you under this Letter of Credit shall be _____ United States Dollars (US$_____) (such maximum amount referred to as the "**Stated Amount**").

2. **Drawings.** A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to *[ISSUING BANK]*, at any time during its business hours on such Business Day, at *[bank address]* (or at such other address as may be designated by written notice delivered to you as contemplated by numbered *paragraph 8* hereof), a copy of this Letter of Credit together with (i) a Draw Certificate executed by an authorized person substantially in the form of *Attachment A* hereto (the "**Draw Certificate**"), appropriately completed and signed by your authorized officer (signing as such) and (ii) your draft substantially in the form of *Attachment B* hereto (the "**Draft**"), appropriately completed and signed by your authorized officer (signed as such). Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates and Drafts under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. **[insert fax number]** or original documents sent by overnight delivery or courier to *[ISSUING BANK]* at our address set forth above, *Attention*: _____ (or at such other address as may be designated by written notice delivered to you as contemplated by numbered *paragraph 8* below). If presentation is made by facsimile transmission, you

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must contact us at **[insert phone number]** to confirm our receipt of the transmission. In the event of a presentation by facsimile transmission, the original of such documents need not be sent to us.

3. **Time and Method for Payment.** We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by transferring in immediately available funds the amount specified in the Draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, (Eastern Standard Time) time on any Business Day, payment will be made not later than our close of business on the third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, (Eastern Standard Time) time on any Business Day, payment will be made on the fourth succeeding Business Day.

In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. **Non-Conforming Demands.** If a demand for payment made by you hereunder does not, in any instance, materially conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two (2) Business Days that the demand for payment was not effectuated in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

5. **Expiration, Initial Period and Automatic Extension.** The initial period of this Letter of Credit shall terminate on [*one year from the issuance date*] (the "**Initial Expiration Date**"). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered *paragraph 8*) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of *Attachment C* hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your draft substantially in the form of *Attachment B* hereto (the "**Draft**"), appropriately completed and signed by your authorized officer (signed as such).

6. **Business Day.** As used herein, "**Business Day**" shall mean any day on which commercial banks are not authorized or required to close in the State of New York, and inter-bank payments can be effected on the Fedwire system.

7. **Governing Law.** THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE

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STATE OF NEW YORK.

8. **Notices.** All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

9. **Irrevocability.** This Letter of Credit is irrevocable.

10. **Bankruptcy.** This Letter of Credit and the proceeds thereof shall not be subject to any claims or encumbrances of secured or unsecured creditors of the Applicant and shall not be considered to be property of the estate of the Applicant involving a bankruptcy or insolvency of the Applicant.

11. **Complete Agreement.** This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98 and *Attachment A*, *Attachment B*, and *Attachment C* hereto and the notices referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

* * *

Sincerely,
[ISSUING BANK]

_____

By: _____

Title: _____

Address:

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EXHIBIT B

FORM OF DRAW CERTIFICATE
TO BE DETERMINED BY TOWN BOARD, TOWN ATTORNEY

TO: [ISSUING BANK]
[Address]
The undersigned hereby certifies to [*ISSUING BANK*] ("**Issuer**"), with reference to Irrevocable Letter of Credit No. _____ (the "**Letter of Credit**") issued by Issuer in favor of the undersigned ("**Beneficiary**"), as follows:

(1) The undersigned is the _____ of Beneficiary and is duly authorized by Beneficiary to execute and deliver this Certificate on behalf of Beneficiary.

(2) Beneficiary hereby makes demand against the Letter of Credit by Beneficiary's presentation of the draft accompanying this Certificate, for payment of _____ U.S. dollars (US$_____), which amount, when aggregated together with any additional amount that has not been drawn under the Letter of Credit, is not in excess of the Stated Amount (as in effect of the date hereof).

(3) The reasons for a drawing by Beneficiary are pursuant to the terms and conditions of the Decommissioning Agreement.

(4) You are hereby directed to make payment of the requested drawing to: (insert wire instructions)

Beneficiary Name and Address:

Town of Rotterdam ("**Beneficiary**")
Rotterdam, New York 12056
Attention: Town Supervisor

By: _____
Title: _____
Date: _____

(5) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Letter of Credit.

[*BENEFICIARY*]
By: _____
Title: _____

Date: _____

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DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. _____

TO: [ISSUING BANK]
[Address]

Date:

PAY TO: [*BENEFICIARY*]

U.S.$ _____

FOR VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF LETTER OF CREDIT NO. _____.

[*BENEFICIARY]*

By: _____

Title: _____

Date: _____

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EXHIBIT C
ESCROW AGREEMENT

TO BE DEVELOPED BY TOWN ATTORNEY, TOWN BOARD, ASSESSOR, COMPTROLLER

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EXHIBIT D
SUCCESSORS IN INTEREST AGREEMENT

TO BE DEVELOPED BY TOWN ATTORNEY, TOWN BOARD, ASSESSOR, COMPTROLLER

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RESOLUTION NO. 237.24

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Special Meeting of May 16, 2024 and the Town Board Meeting of May 22, 2024, as attached.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 5, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes for the Town Board Special Meeting May 16, 2024 and May 22, 2024.

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF**:** June 12, 2024.

Background Information: Attached. To adopt the Town Board Special Meeting May 16, 2024 and May 22, 2024.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of June 12, 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

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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

May 20, 2024

Certified Resolutions: #215.24-#219.24 for the year 2024 was duly adopted at the Town Board Special Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Thursday, May 16, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:35 p.m. and was adjourned at approximately 6:58 p.m. by Councilmember Mastroianni and seconded by Councilmember Dodson. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. The Town Board meeting adjourned at approximately 7:31 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

May 16, 2024
7:00 PM
Agenda Review 6:30 PM

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

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.

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INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

215.24 To recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code to repeal the existing Solar Energy Facilities Law and related site plan fees and for the adoption of an updated Solar Energy Facilities Law, Declare Lead Agency and referring same to the Planning Commission for report and recommendation. *Pg. 3*

216.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law. *Pg. 62*

217.24 A Resolution in connection with the Town of Rotterdam, Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project determination of non-significance pursuant to the State Environmental Quality Review Act (SEQRA) Regulations 6NYCRR Part 617. *Pg. 109*

218.24 A Resolution authorizing the issuance of $8,600,000 serial bonds of the Town of Rotterdam, Schenectady County, New York, to pay the cost of the joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York. *Pg. 150*

219.24 To authorize an agreement with NYCLASS Investment Program. *Pg. 169*

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

DRAFT

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024, at 7:00 p.m., the following resolution was duly adopted**:**

RESOLUTION NO. 215.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE TO REPEAL THE EXISTING SOLAR ENERGY FACILITIES LAW AND RELATED SITE PLAN FEES AND FOR THE ADOPTION OF AN UPDATED SOLAR ENERGY FACILITIES LAW, DECLARE LEAD AGENCY UNDER SEQRA, AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

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

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code to repeal the existing Solar Energy Facilities Law and related site plan fees and for the adoption of an updated Solar Energy Facilities Law.

SECTION 2. 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 amendment of Chapter 270, Zoning, of the Town Code to repeal the existing Solar Energy Facilities Law and related site plan fees and for the adoption of an updated Solar Energy Facilities Law, and authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. The Town Board hereby refers this Introductory Local Law of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. This resolution shall become effective May 16, 2024.

DATED: May 16, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**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 Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

RESOLUTION NO. 216.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REPEAL THE EXISTING SOLAR ENERGY FACILITIES LAW, LOCAL LAW NO. 1 OF THE YEAR 2017 AND RELATED SITE PLAN FEES CHAPTER 270-137.1 (A)(1) AND FOR THE ADOPTION OF AN UPDATED SOLAR ENERGY FACILITIES LAW

WHEREAS, on May 16, 2024, the Town Board recognized the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law; and

WHEREAS, on May 16, 2024, the Town Board Declared Lead Agency under 6NYCRR Part 617 State Environmental Quality Review (SEQR); NOW

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

SECTION 1. The Town Board of the Town of Rotterdam hereby 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 12th day of June for the following purpose:

> For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law.
> *(An electronic copy of the Draft Solar Energy Facilities Law will be available prior to the public hearing at rotterdamny.org under Meetings/Town Board/May 16th Meeting. Hard copies are available at the office of the Town Clerk).*

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

DRAFT

DATED: May 16, 2024
Daily Gazette: Please publish once on May 19, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective May 16, 2024.

DATED: May 16, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

DRAFT

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

RESOLUTION NO. 217.24

A RESOLUTION IN CONNECTION WITH THE TOWN OF ROTTERDAM, ROTTERDAM JUNCTION WATER DISTRICTS #3 & #4 WATER SYSTEM IMPROVEMENTS PROJECT DETERMINATION OF NON-SIGNIFICANCE PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) REGULATIONS 6NYCRR PART 617

WHEREAS, The Town of Rotterdam has determined that a need exists to make improvements to the existing water system in Rotterdam Junction Water Districts #3 & #4.

WHEREAS, The Town of Rotterdam is in the planning stages for various water system improvements as documented in a preliminary engineering report entitled "Rotterdam Junction Water District #3 & #4 Water System Evaluation Report" dated January 2024 prepared by PRIME AE Group of New York; and

WHEREAS, The Town of Rotterdam is seeking funding opportunities with various agencies for this project including but not limited to New York State Environmental Facilities Corporation Drinking Water State Revolving Fund and Water Infrastructure Improvements Act and the Congressional Directed Spending Fund; and

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

WHEREAS, The public comment period has expired and no substantive comments remain to be addressed; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, acting as responsible officer of the Town of Rotterdam Town Board is hereby authorized to make a negative declaration and to complete and sign the Determination of Significance of the Full Environmental Assessment Form indicating that the project will not have a significant effect on the environment.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to prepare, file, publish, and distribute all documents as necessary to comply with NYCRR Part 617 (State Environmental Quality Review).

DRAFT

SECTION 3. This resolution shall become effective May 16, 2024

DATED: May 16, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

BOND RESOLUTION 218.24

At a special meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the John F. Kirvin Government Center, Town Hall, in said Town, on the 16th day of May, 2024, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Collins, and upon roll being called, the following were

PRESENT: All Present

ABSENT:

The following resolution was offered by Councilman **DODSON**, who moved its adoption, seconded by Councilman **MASTROIANNI** to-wit:

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BOND RESOLUTION 218.24 DATED MAY 16, 2024

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

A RESOLUTION AUTHORIZING THE ISSUANCE OF $8,600,000 SERIAL BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 3 AND WATER DISTRICT NO. 4, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to jointly improve the facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York, at a maximum estimated cost of $8,600,000; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; NOW,

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

RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the joint increase and improvement of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York, consisting of various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental

DRAFT

improvements and expenses in connection therewith, there are hereby authorized to be issued $8,600,000 serial bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is $8,600,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the $8,600,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Water District No. 3 and Water District No. 4 as applicable in the manner provided by law, apportioned to Water District No. 3 at 96.8% ($8,324,800) and to Water District No. 4 at 3.2% ($275,200), there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall

DRAFT

be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at the Supervisor's sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities

DRAFT

Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

DRAFT

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

DATED: May 16, 2024

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

The resolution was thereupon declared duly adopted.

* * * * * *

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 Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

DRAFT

CERTIFICATION

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

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held, and conducted on the 16th day of May, 2024.
2. That such meeting was a **special** meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication)

   POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 20th day of May, 2024.

Diane M. Marco
Town Clerk

(CORPORATE SEAL)

DRAFT

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on May 16, 2024, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Rotterdam, Schenectady County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Rotterdam, New York,
May 16, 2024.

Diane M. Marco
Town Clerk

BOND RESOLUTION DATED MAY 16, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $8,600,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 3 AND WATER DISTRICT NO. 4, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

Class of objects or purposes:	Joint increase and improvement of Water District No. 3 and Water District No. 4
Period of probable usefulness:	40 years
Maximum estimated cost:	$8,600,000
Amount of obligations to be issued:	$8,600,000 bonds
SEQRA status:	Unlisted Action. Negative Declaration. SEQRA compliance materials on file in the office of the Town

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Clerk where they may be inspected during normal office hours by appointment.

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 Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

RESOLUTION NO. 219.24

TO AUTHORIZE AN AGREEMENT WITH NYCLASS INVESTMENT PROGRAM

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o") empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the Town of Rotterdam wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of August 1, 2023;

WHEREAS, the Town of Rotterdam wishes to assure the safety and liquidity needs of their funds;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam is hereby authorized to participate in the NYCLASS program under the terms of the NYCLASS Municipal Agreement Amended and Restated as of August 1, 2023 and hereby designates the Town Supervisor as the Key Contact and Authorized Signer.

SECTION 2. This resolution shall become effective May 16, 2024

DATED: May 16, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**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 Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

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

DRAFT

May 28, 2024

Certified Resolutions: #220.24-#236.24 for the year 2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, May 22, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:40 p.m. and was adjourned at approximately 6:58 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. Motion #39 was made by Councilmember Mastroianni the motion failed. Motion #40 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #41 was made by Councilmember Dodson and seconded by Councilmember Schlag. Motion #42 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #43 was made by Councilmember Dodson and seconded by Councilmember Mastroianni to go into executive session at approximately 7:44 p.m. and exited the executive session at approximately 8:59 p.m. The Town Board Meeting continued and was adjourned at approximately 9:00 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

May 22, 2024
7:00 PM
Agenda Review 6:30 PM

DRAFT

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

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code to reduce the allowable building height to 2 stories up to 30 feet in height in the Main Street/Neighborhood Center (MS/NC) Overlay District. *Pg. 5* **PUBLIC HEARING CLOSED**
- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to extend the Existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. *Pg. 15* **PUBLIC HEARING CLOSED**
- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To adopt Chapter §271 entitled 'Hotel Use Regulations', of the Town Code of the Town of Rotterdam. *Pg. 30* **PUBLIC HEARING CLOSED**

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

39.24 I make a motion to table resolution #227.24 **FAILED**

40.24 I make a motion to close public hearing #1.

41.24 I make a motion to close public hearing #2.

42.24 I make a motion to close public hearing #3.

43.24 I make a motion to go into executive session.

RESOLUTIONS

220.24 Accepting Town Board meeting minutes. *Pg. 37*

221.24 To adopt a Negative Declaration on a Change of Zone application from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) located at Highbridge Road, Mercer Avenue, and Sherman Street. *Pg. 91*

222.24 To Enact Introductory Local Law No. 8 of 2024; To amend Chapter 270, Zoning, of the Town Code relating to a Change of Zone from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) for property located at Highbridge Road, Mercer Avenue, and Sherman Street. *Pg. 228*

223.24 To adopt a Negative Declaration to amend Chapter 270, Zoning, of the Town Code, to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District. *Pg. 247*

224.24 To Enact Introductory Local Law No. 9 of 2024; To amend Chapter 270, Zoning, of the Town Code, to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District. *Pg. 258*

225.24 To adopt a Negative Declaration to amend Chapter 270, Zoning, of the Town Code, to extend the existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. *Pg. 270*

226.24 To Enact Introductory Local Law No. 10 of 2024; To amend Chapter 270, Zoning, of the Town Code, to extend the existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. *Pg. 281*

DRAFT

227.24 To Enact Introductory Local Law No. 11 of 2024; To adopt Chapter 271 entitled Hotel Use Regulations. *Pg. 295*

228.24 Call for bids for 6.3mm polymer-modified hot mix asphalt highway resurfacing. *Pg. 304*

229.24 Call for bids for mill & fill with 6.3 polymer-modified hot mix asphalt highway paving. *Pg. 325*

230.24 Revisions to mercury limits in chapter 230 sewers. *Pg. 346*

231.24 To approve budget transfers of gas and diesel to the 2024 budget. *Pg. 351*

232.24 To negotiate and execute an agreement with KB Engineering & Architecture, P.C. for professional engineering services related to the Mercury Minimization Plan. *Pg. 354*

233.24 To appoint Michael Isabella to the position of Traffic Safety Coordinator. *Pg. 364*

234.24 To appoint seasonal Park Attendants to the Parks Department. *Pg. 372*

235.24 To appoint seasonal Laborers to the Highway Department. *Pg. 394*

236.24 To amend Resolution 18.24 of the year 2024; Appoint Letefa Lang as a Part-Time Clerk. *Pg. 420*

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION

- Personnel matter related to employee 05222024 with invited guest Elyane Gold Esq.

ADJOURNMENT
Mollie A. Collins, Supervisor

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion **FAILED:**

MOTION 39.24 FAILED

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table resolution #227.24.

SECTION 2. This motion shall become effective May 22, 2024.

DATED: May 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion **failed** by the Town Board of the Town of Rotterdam on May 22, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion that **failed** is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28**,** 2024.

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 J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

MOTION 40.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close public hearing #1.

SECTION 2. This motion shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 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 May 28**,** 2024.

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 J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

MOTION 41.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close public hearing #2.

SECTION 2. This motion shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 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 May 28**,** 2024.

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 J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

MOTION 42.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close public hearing #3.

SECTION 2. This motion shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 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 May 28**,** 2024.

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 J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

MOTION 43.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to go into executive session.

SECTION 2. This motion shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 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 May 28**,** 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 220.24

ACCEPTING TOWN BOARD MEETING MINUTES

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Meeting of May 8, 2024 as attached.

SECTION 2. This resolution shall become effective May 22, 2024.
DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 221.24

TO ADOPT A NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) LOCATED AT HIGHBRIDGE ROAD, MERCER AVENUE, AND SHERMAN STREET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated May 22, 2024, as prepared by the Senior Planner, for a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with fueling islands located at Highbridge Road, Mercer Avenue, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**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 Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 222.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) FOR PROPERTY LOCATED AT HIGHBRIDGE ROAD, MERCER AVENUE, AND SHERMAN STREET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 8 of 2024.

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

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 223.24

TO ADOPT A NEGATIVE DECLARATION TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REDUCE THE ALLOWABLE BUILDING HEIGHT IN THE MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT

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

SECTION 1. The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated May 22, 2024, as prepared by the Senior Planner, to amend Chapter 270, Zoning, of the Town Code, to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 224.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 9 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REDUCE THE ALLOWABLE BUILDING HEIGHT IN THE MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT

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

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 9 of 2024.

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

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 225.24

TO ADOPT A NEGATIVE DECLARATION TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO EXTEND THE EXISTING MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT FROM THE INTERSECTION OF CURRY ROAD AND GUILDERLAND AVENUE NORTH TO THE BOUNDARY WITH THE CITY OF SCHENECTADY

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 herby adopts the Negative Declaration dated May 22, 2024, as prepared by the Senior Planner, to amend Chapter 270, Zoning, of the Town Code, to extend the existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

TOWN OF ROTTERDAM Office Of The Town Clerk 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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 226.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 10 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO EXTEND THE EXISTING MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT FROM THE INTERSECTION OF CURRY ROAD AND GUILDERLAND AVENUE NORTH TO THE BOUNDARY WITH THE CITY OF SCHENECTADY

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

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 10 of 2024.

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

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 227.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 11 OF 2024; TO ADOPT CHAPTER 271 ENTITLED HOTEL USE REGULATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 11 of 2024.

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

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 228.24

CALL FOR BIDS FOR 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for 6.3mm polymer-modified hot mix asphalt highway resurfacing.

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 **June 6, 2024 at 10:00 A.M**., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

6.3MM POLYMER-MODIFIED HOT MIX ASPHALT
HIGHWAY RESURFACING

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00A.M., JUNE 6, 2024

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.

DRAFT

BY ORDER OF THE ROTTERDAM TOWN BOARD

DIANE M. MARCO, TOWN CLERK

DATED: May 22, 2024
BidNet: Please publish on May 23, 2024
Daily Gazette: Please publish once on May 24, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 229.24

CALL FOR BIDS FOR MILL & FILL WITH 6.3 POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY PAVING

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for mill & fill with type 3 dense binder highway paving.

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 **June 6, 2024 at 10:15 A.M**., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

MILL & FILL WITH 6.3 POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY PAVING

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:15A.M., JUNE 6, 2024

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.

DRAFT

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

DATED: May 22, 2024
BidNet: Please publish on May 23, 2024
Daily Gazette: Please publish once on May 24, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 230.24

REVISIONS TO MERCURY LIMITS IN CHAPTER 230 SEWERS

WHEREAS, the Town Board recognizes the introduction of amendment to Chapter 230 of the Town Code; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby determines that the proposed discharge standard modifications are a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (26), and therefore no further SEQRA review is required.

SECTION 2. The Town Board of the Town of Rotterdam hereby adopts the revisions to the Mercury limits from 0.05 mg/L (50,000 ng/L) to 50 ng/Ls in accordance with the New York State Department of Environmental Conservation standards for effluent discharges from the Town of Rotterdam's wastewater treatment plant.

SECTION 3. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 231.24

TO APPROVE BUDGET TRANSFERS OF GAS AND DIESEL TO THE 2024 BUDGET

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

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** transfers to the various accounts for 2024 are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A3120 4302	FROM:	Patrol Vehicle Gas	-18,277.85
General	A3310 4302	FROM:	Traffic Control Gas	-490.44
General	A3620 4302	FROM:	Safety Insp Gas	-875.42
General	A7110 4302	FROM:	Parks Gas	-1,597.51
General	A1355-4302	FROM:	Assessor	-60.00
General	A3410 4302	FROM:	Fire Fight Gas	-2,644.13
General	A5132 4304	INTO:	Central Gas Expenditure	+23,945.35
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-2,792.30
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-1,392.35
General	A5132 4304	INTO:	Central Gas Expenditure	+4,184.65
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-2,125.09
General	A5132 4304	INTO:	Central Gas Expenditure	+1,125.09
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-2,082.83
General	A5132 4304	INTO:	Central Gas Expenditure	+2,082.83

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** transfers to the various accounts for 2024 are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A8189 4302	FROM:	Landfill Gas	-2,674.08
General	A4160-4162	FROM:	Compost Tub Grinder	-0
General	A3410 4302	FROM:	Fire Fight Gas	-974.15
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+3,648.23

DRAFT

Highway	DA5142 4304	FROM:	Fuel Snow Removal	-12,044.91
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-3,388.92
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+15,433.83
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-773.25
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+773.25
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-740.71
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+740.71

SECTION 3. This resolution shall become effective May 22, 2024

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 232.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE MERCURY MINIMIZATION PLAN

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, KB Engineering & Architecture, P.C., 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 2023-2024, required to be submitted to NYSDEC, in an amount not to exceed three thousand three hundred and 00/100 ($3,300.00) dollars.

SECTION 2. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 233.24

TO APPOINT MICHAEL ISABELLA TO THE POSITION OF TRAFFIC SAFETY COORDINATOR

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

SECTION 1. Michael Isabella, of Schenectady, New York 12306, is hereby appointed to the position of Traffic Safety Coordinator, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-eight thousand nine hundred sixty-five and 07/100 ($58,965.07) dollars, commencing May 27, 2024.

SECTION 2. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 234.24

TO APPOINT SEASONAL PARK ATTENDANTS TO THE PARKS DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed to the seasonal position of Park Attendant in the Parks Department on an as needed basis, with no employee benefits, at the hourly rate of $17.00 for the periods indicated.

Name	Title	Period
Joseph Baker	Park Attendant	5/28/24-8/23/24
Cole Contompasis	Park Attendant	5/28/24-8/23/24
Ethan Coom	Park Attendant	5/28/24-8/23/24
Gabriel Romano	Park Attendant	5/28/24-8/23/24
Michael Romano	Park Attendant	5/28/24-8/23/24

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Coordinator of Parks at the completion of employment.

SECTION 4. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**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 Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 235.24

TO APPOINT SEASONAL LABORERS TO THE HIGHWAY DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed to the seasonal position of Laborer at the Highway Department on an as needed basis, with no employee benefits, at the hourly rate $17.00 for the periods indicated.

Name	Title	Period
Nicolas DiLallo	Laborer	5/28/24-8/31/24
Jonathan Enright	Laborer	5/28/24-8/31/24
Jared Hawkins	Laborer	5/28/24-8/9/24
Nicholas DeLucia	Laborer	6/3/24-8/16/24
Kristopher Frederick	Laborer	6/13/24-8/18/24
Evan Krenav	Laborer	7/5/24-8/27/24

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Highway Superintendent at the completion of employment.

SECTION 4. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**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 Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION 236.24

TO AMEND RESOLUTION 18.24 OF THE YEAR 2024;
APPOINT LETEFA LANG AS A PART-TIME CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 18.24, 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 2024 as follows:

ADA Compliance Officer/Safety Officer
James Keith — Annual Stipend $3,000

Grant Coordinator
Peter Comenzo — Annual Stipend $7,000

Wellness Compliance
Megan Griffin — Annual Stipend $2,000

Events/Social Media Coordinator
Megan Griffin — Annual Stipend $3,000

CDL Trainer
Steve Skoda — Annual Stipend $1,000

Stormwater Program Coordinator/Stormwater Management officer
Mary Barrie — Hourly Rate $35.00

Stormwater Management Officer
Daniel Marsello — Annual Stipend $3,500

DPW Records Management
Lisa Gallo — Annual Stipend $2,500

Deputy Comptroller – Part Time
Paul Sebesta — Hourly Rate $115.00

School Traffic Officer
Floyd Rorick — Hourly Rate $17.00
(Maximum of 4 hours daily)

Clerk- Part Time (Highway)
Donna Larsen — Hourly Rate $19.50

Clerk – Part Time (Police Dept)
Allison Kartner — Hourly Rate $24.38

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
(Maximum 3 days per week)

Bingo Inspector
William Purcell Hourly Rate $17.00

Safety Inspector (FEMA)
Kathy Fisher Hourly Rate $35.00

Accountant – Part Time
Sarah Morrison Hourly Rate $50.00

Senior Citizens Center Bus Driver
Mark D'Alessandro Hourly Rate $20.00

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

Fire Inspector-Part Time
Chris Amorosi Hourly Rate $25.00
(Maximum 15 hours per week)

Dog Control Officers-Part Time
Darla Gullotta Annual Salary $15,000.00
Heather Newell Annual Salary $15,000.00

Clerk-Part Time
Jody Binkley Hourly Rate $25.00

Senior Citizens Center Bus Driver (Backup Driver)
Frederick Waller Hourly Rate $20.00

Clerk-Part Time
Latefa Lang Hourly Rate $20.00

SECTION 2. This resolution shall become effective May 22, 2024.

DATED: May 22, 2024

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

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 Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

RESOLUTION NO. 238.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE PROPOSED TOWN COURT AND POLICE FACILITY LOCATED AT 369 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____**,**

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed Town Court and Police Facility located at 369 Duanesburg Road.

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 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	May 21, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Declare Lead Agency for the Town Court and Police Facility located at 369 Duanesburg Road.
TOWN BOARD MEETING:	June 12, 2024
Background Information:	The Town of Rotterdam is proposing to construct a new municipal building at 369 Duanesburg Road. This building will house the Town Court, and Town Police Department and associated support spaces. A new Town Court and Police Department building is needed as the existing building that currently serves this purpose (located at a different address within the Town) is outdated, undersized, non-building code compliant, and lacks functionality for the services of these departments. This new facility will provide the required space for the operations of these departments and meet current handicapped accessibility requirements. The facility is proposed to encompass a total of 39,500 square feet for the main building, and 4,500 square foot pole barn structure for secured evidence storage. An on-site parking lot with 208 parking spaces will also be created.
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 the Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Project Materials SEQR Long Environmental Assessment Form
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

DRAFT

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Town of Rotterdam Town Court and Police Facility Feasibility Study		
Project Location (describe, and attach a general location map): 369 Duanesburg Rd, Schenectady, NY 12306		
Brief Description of Proposed Action (include purpose or need): The Town of Rotterdam is proposing to construct a new municipal building on real property denoted by tax ID 48.19-13-16. The new site would be accessed from Duanesburg Road. This new building will house the Town Court, Town Police Department, and associated support spaces. A new Town Court and Police Department building is needed as the existing building that currently serves this purpose (located at a different address within the Town) is outdated, undersized, non building code compliant, and lacks functionality for the services of these departments. This new facility will provide the required space for the operations of these departments and meet current handicapped accessibility requirements. The facility is proposed to encompass a total of 39,500 square feet for the main building, and 4,500 square foot pole barn structure for secured evidence storage. An on-site parking lot with 208 parking spaces will also be created. As part of this action, the Town will purchase the parcel at 369 Duanesburg Road in support of the project (3.67 acres) and will look to demolish the existing commercial building at that location to make room for the new building construction.		
Name of Applicant/Sponsor: Town of Rotterdam, Mollie A. Collins - Town Supervisor	Telephone: 518-355-7575 Ext. 393 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Boulevard, Rotterdam, NY 12306		
City/PO: Town of Rotterdam	State: New York	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Peter Comenzo, Town of Rotterdam Senior Planner	Telephone: (518) 355-7575 ext.338 E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: New York	Zip Code: 12306
Property Owner (if not same as sponsor): Robert and Leslie Zampino (Town to purchase property from current owners)	Telephone: E-Mail:	
Address: 28 Memory Lane		
City/PO: Schenectady	State: New York	Zip Code: 12306

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☐ Yes ☐ No		
b. City, Town or Village Planning Board or Commission ☐ Yes ☐ No		
c. City, Town or Village Zoning Board of Appeals ☐ Yes ☐ No		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☐ No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐ Yes ☐ No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐ Yes ☐ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

_____

_____

_____

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

_____

_____

_____

DRAFT

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
B-2 General Business

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Schalmont Central School District

b. What police or other public protection forces serve the project site?
Rotterdam Police Department, Schenectady County Police, NYS Police Troop G

c. Which fire protection and emergency medical services serve the project site?
Rotterdam Fire District #2

d. What parks serve the project site?
Poutre Park and Memorial Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Other- The project will involve the construction of police facilities, Town of Rotterdam Court, and parking lot.

b. a. Total acreage of the site of the proposed action? 3.67 acres
b. Total acreage to be physically disturbed? 3.67 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3.67* acres *once purchased by the Town

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
_____
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 16 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? ☐ Yes ☑ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No

If Yes,

i. Total number of structures 2

ii. Dimensions (in feet) of largest proposed structure: 16' height; 120' width; and 340' length

iii. Approximate extent of building space to be heated or cooled: 44,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No

If Yes,

i. Purpose of the impoundment: On-site stormwater management (if needed - TBD)

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: rainfall runoff from impervious surfaces

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: TBD acres

v. Dimensions of the proposed dam or impounding structure: N/A height; N/A length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

No dam is anticipated. Impoundment structure may be needed to address increases in impervious surfaces at the site. Further analysis will be completed during project design and stormwater infrastructure will be incorporated into the project accordingly.

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i .What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe.

v. What is the total area to be dredged or excavated? acres

vi. What is the maximum area to be worked at any one time? acres

vii. What would be the maximum depth of excavation or dredging? feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No

If Yes:

i. Total anticipated water usage/demand per day: 4,800 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No

If Yes:

- Name of district or service area: Water District No. 5
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No

If Yes:

i. Total anticipated liquid waste generation per day: 1,650 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Sanitary Waste Only

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No

If Yes:

- Name of wastewater treatment plant to be used: Rotterdam Wastewater Treatment Plant
- Name of district: Sewer District #2
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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- Do existing sewer lines serve the project site? ☑ Yes ☐ No
- Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☑ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☑ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

none are proposed

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 3.03 acres (impervious surface)

_____ Square feet or 3.67 acres (parcel size)

ii. Describe types of new point sources. No new point sources will be created due to this project.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

The stormwater will be directed into a proposed on-site stormwater retention basin and/or to the existing roadside storm sewer system.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☑ Yes ☐ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☑ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☑ Yes ☐ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

No mobile sources during operations are anticipated

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

Heavy equipment during construction (loaders, crane, & bull dozer)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

New boiler system for heating and cooling will be installed with new building

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☑ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☑Yes ☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☑ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing 5 Proposed 208 Net increase/decrease 203

iv. Does the proposed action include any shared use parking? ☐Yes ☑No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

Existing entrance from Duanesburg Rd will be shifted and improved. Existing portion of 1-way Bernard St (within parcel) will be removed for parking areas.

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☑Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☑No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

560,000 kWh

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

via grid/local utility

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: maximum of 10 hours/day
- Saturday: 0 hours/day
- Sunday: 0 hours/day
- Holidays: 0 hours/day

ii. During Operations:

- Monday - Friday: 24 hours/day
- Saturday: 24 hours/day
- Sunday: 24 hours/day
- Holidays: 24 hours/day

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Noise may temporarily exceed ambient levels during construction due to the use of heavy equipment but will end when construction is complete.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☑ Yes ☐ No

Describe: The project will require approximately 1.6 acres of forested/shrubby area to be cleared.

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

LED fixtures both building and pole mounted at approximately 10-12' which will be full cutoff and limited to the extent of the property lines serving as security lighting for the fully manned, 24/7/365 police facility

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☑ Yes ☐ No

Describe: The project will required approximately 1.6 acres of forested/shrubby area to be cleared.

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Municipal

ii. If mix of uses, generally describe:

The land use surrounding the project site includes an apartment complex, residential homes, commercial buildings, and a municipally owned water tower.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.35	3.03	2.68
• Forested	1.60	0.00	-1.60
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.72	0.64	-1.08
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	0	0	0

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c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

A day care center is located within 100ft of the project site.

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☑ No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

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v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? > 6 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

Colonie loamy fine Sand	97 %
Plainfield loamy Sand	3 %
	%

d. What is the average depth to the water table on the project site? Average: > 6 feet

e. Drainage status of project site soils:

☑	Well Drained:	100 % of site
☐	Moderately Well Drained:	% of site
☐	Poorly Drained	% of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	100 % of site
☐	10-15%:	% of site
☐	15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☑ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☑ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer

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m. Identify the predominant wildlife species that occupy or use the project site:
Gray Squirrel, Chipmunk
multiple bird species, Raccoon

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No

If Yes:
i. Species and listing (endangered or threatened):
Northern long-eared bat and tri-colored bat - USFWS IPaC website

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☑ Yes ☐ No
i. If Yes: acreage(s) on project site? 3.56 acres
ii. Source(s) of soil rating(s): USGS Web Soil Survey

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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e. 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? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. 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? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Mohawk Towpath National Scenic Byway

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic Byway

iii. Distance between project and resource: 2.8 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

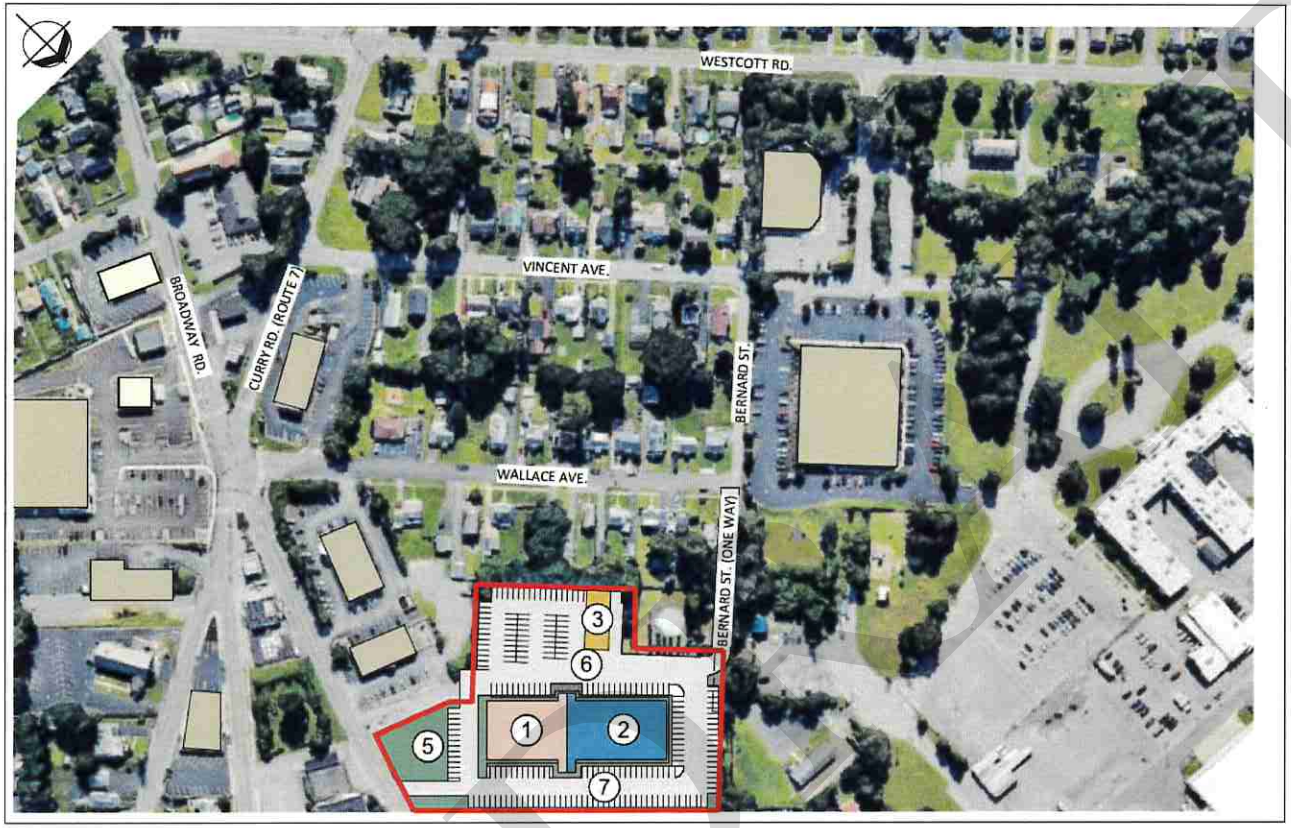
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date_____

Signature_____ Title_____

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PRINT FORM



369 DUANESBURG ROAD

Legend

1. New Construction – Courts
2. New Construction – Police
3. New Construction – Evidence Storage
5. New Green Space
6. Parking – 90 Spots
7. Parking – 118 Spots

Parking Calculations

208 Parking Spaces provided

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RESOLUTION NO. 239.24

TO AUTHORIZE AN OUT OF DISTRICT WATER CONNECTION AGREEMENT WITH BULLSEYE MODULARS LLC

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 Bullseye Modulars LLC, located at 4866 Rynex-Corners Road, Pattersonville, NY 12137, for an out of district water connection.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	May 21, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Water Rental Agreement between Bullseye Modulars LLC 4866 Rynex Corners Road Pattersonville, NY 12137
TOWN BOARD MEETING:	June 12, 2024
Background Information:	Bullseye Modulars LLC has applied for a water connection.
Evaluation/Analysis:	Town Board Resolution needs to be prepared to contract for water usage between the Town of Rotterdam and Bullseye Modulars LLC.
Recommendation(s):	Approve the agreement for the out of district water connection.
Attachment/Document(s):	Water Rental Agreement Water Connection Application
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

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TOWN OF ROTTERDAM
WATER DISTRICT NO. 3
WATER RENTAL AGREEMENT

THIS AGREEMENT, made on the _____day of _____, 20__ by and between Water District No. 3, acting through the Town Board of the Town of Rotterdam, hereinafter referred to as "DISTRICT", and owner(s) of property located at 4866 Pattersonville-Rynex Corners Road, Pattersonville, NY 12137. SBL: 12-3-15.1 (hereinafter referred to as "CONSUMER").

WITNESSETH:

1. The District hereby agrees to furnish and supply water to consumer and consumer hereby agrees to purchase water from District upon the terms and conditions hereinafter set forth:
   (a) This agreement is revocable at the discretion of the District and is contingent upon existence of surplus water sanctioned for resale to outside users as provided by law without recourse by Consumer for any loss or damages for diminution of water supply or by reason of complete curtailment thereof.
   (b) The proposed water service (Landfill/Storage Tank access road) is proposed to be connected to the tank transmission main. This proposed water service will experience no to low pressures (<10psi) under hydrant flow conditions. Pumping of the water will be required by the Consumer at their expense(equipment and electrical costs). A curb box and meter pit shall be located within ten feet of the connection to the transmission main. A permit to connect to the water system is required.
2. Consumer hereby expressly agrees to pay in advance water rents and water charges which on non-payment shall become and are hereby declared to be a continuing lien against premises furnished with water as provided herein to be enforced in the same manner as an artisan's or mechanic's lien under the

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provisions of Lien Law. Said water rents and water charges are hereinafter set forth.

3. All provisions contained herein notwithstanding, the Department of Public Works, operators of Water District No. 3, upon order of the District may, without notice to Consumer and at any time following thirty (30) days after due date of payment of water rents and/or water charges, enter upon the premises of Consumer without liability of any kind whatsoever and shut off or cause to be shut off the water supply for non-payment of said water rents and water charges hereinafter set forth.

4. When water is so shut off and discontinued, the contracting Consumer and/or their assigns shall not be entitled to take or purchase water from District unless and until all charges, water rents and expenses incurred for shutting off water and re-establishing water service are paid in full and at the election of the Town Board, furnish and file a corporate surety bond in the sum of one-thousand and 00/100 dollars ($1,000.00) to ensure payment of charges and expenses for water services furnished said Consumer or supplies to said premises.

5. For water furnished Consumer and/or supplied through a water meter to the premises described herein, the Consumer, their successors and assigns, hereby agree to pay the District the following charges:

   (a) Water rents and charges as specified in this agreement and any other charges which may be fixed or made effective by the Town Board during the life of this agreement.

   (b) Immediately upon execution of this agreement and by January 31 of each year thereafter, the Consumer and/or their successors shall pay to the Receive of Taxes and Assessments the following sum for water rents and charges:

      (1) The Consumer will be charged on the basis of the number of Consumer Units times one and one half (1 ½) times the Capital Improvements Unit Rate charge, plus the number of Consumer Units times one and one half (1 ½) the Water Use Unit Rate charge (O&M).

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(2) The number of Consumer Units is determined by dividing the water meter reading in gallons by 75,000 gallons per one (1) Consumer Unit, or is determined as one (1) Consumer Unit if no water meter is installed.

(3) The Capital Improvements Unit Rate charge is determined by dividing the total amount of principle plus interest to be paid each year by the district by the total number of district units, all as determined by the Department of Public Works.

(4) The Water Use Unit Rate shall be determined from the Operation and Maintenance (O&M) Budget approved by the Town Board for the year and dividing the resultant by the number of consumer water services (or district O&M units), all as determined by the Department of Public Works.

(5) A late-payment charge will be made at the rate of 1% per month for all unpaid charges not made within thirty (30) days of billing.

(6) Consumer shall furnish and install a water meter approved by the Water District.

6. In the event the territory in which Consumer resides or in which the premises is found is incorporated into any Water District or any extension of Water District No. 3, then and in that event water supplied to said premises will be shut off and the consumer and his successors hereby agree to take water and pay all water rents and charges as may be fixed and determined in the new District or in the extension of Water District No. 3 so created, regardless of the fact that such water rents and/or charges may exceed the charges and water rents fixed under this agreement.

7. To implement the provisions of this agreement and to obtain adherence thereto by the Consumer and his successors, it is hereby agreed and stipulated that this agreement shall be recorded in the Office of the County Clerk of Schenectady County and that the provisions contained herein shall constitute a binding obligation in this nature of a covenant of the Consumer to attach to and run with the land and to bind said Consumer and his successors in interest for and the

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duration of this agreement to be ended only on District's final and complete severance of water supply and/or incorporation of said premises in a new Water District or any extension of Water District No. 3.

8. Consumer agrees to abide by the Rules and Regulations of Water District No. 3 in effect at the execution of this agreement or as may be placed in effect by the Town Board at any time during the life of this agreement.

9. All expenses for installation of the water service from the water main to the Consumer's building shall be the responsibility of the Consumer including the expenses for equipment, pump/hydropneumatics system; material, pipe, valves, permits, inspections, labor and supervision.

10. All expenses for maintenance repair of the water service from the curb water shut-off to the Consumer's building (basement or pump building) shall be the responsibility of the Consumer including the expenses for equipment, pump/hydropneumatic system; material, pipe, valves, permits, inspections, labor and supervision.

11. The description of the property that shall be furnished with water pursuant to this agreement is described as follows: (See attached Deed Description).

12. This agreement shall bind the Consumer, his heirs and assigns including all persons claiming said premises as successors in interest or title derived through the subscribing Consumer.

IN WITNESS WHEREOF, the District has caused this agreement to be executed by the Supervisor of the Town of Rotterdam as required by law, acting for and on behalf of Water District No. 3 and the Consumer has hereunto affixed his hand and seal as of this day and year first above written.

_____

By:_____
, Supervisor

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I hereby certify that the person who executed the above agreement on the part of the Town of Rotterdam, has power and authority to make such contract and that the contract is in proper form and properly executed.

_____
, Town Attorney

STATE OF NEW YORK)
COUNTY OF SCHENECTADY)

On this _____ day of _____20__, before me personally came _____, to me personally known who, being duly sworn by me, did depose and say that they reside at _____ Rotterdam, New York, and executed the within instrument; and that they signed their names thereto by like order.

_____
Notary Public - Qualified in
Schenectady County
My Commission Expires _____

DRAFT

Bullseye Modular



April 10, 2024

Parcels

1:2,257

0 105 210 420 ft

0 30 60 120 m

NYS ITS Geospatial Services

CRA

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

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A2024-0242

RECEIVED

APR 9 2024

TOWN OF ROTTERDAM
PUBLIC WORKS

TOWN OF ROTTERDAM
518-355-7575 EXT 395

PERMIT APPLICATION FOR WATER CONNECTION

TO BE COMPLETED BY APPLICANT DATE:

OWNER INFORMATION

Names: BULLSEYE MODULARS LLC

Address: 176 KUNZ RD BROOKRSIDE NY 12025

Phone: 518 528-2882

Cell: 518 528-2882 MIKE

518 848-2895 ERIK

CONTRACTOR INFORMATION

Names: KDO Excavating

Address: Finley 366 Finley Rd Ballston Spa NY 12020

Phone: 518-763-7602

Contractor Insurance Certificates:
Liability ✓ Workers Compensation ✓
(must accompany application)

Property Location: 4866 RYDER CORNERS RD ALTAMONT NY 12137

Property Address:

Proposed Lateral Size & Pipe Type: 1" TO A METER PIT

Residential X + FARM Commercial ____ Multiple Dwelling ____

Applicant (Sign) Michael F Rd Date: 4-8-24

TO BE COMPLETED BY TOWN OF ROTTERDAM

Water Rent: ____ Permit Fee: ____

Same Side Tap: ____

Opposite Side Tap: ____

Total: ____

Parcel Identification: ____

Road Cut Permit: ____

District No: ____

Approved: ____

ALL WATER CONNECTIONS NEED TO BE INSPECTED / APPROVED BY THE TOWN PRIOR TO BACKFILLING. YOUR COOPERATION IS GREATLY APPRECIATED.

~~Revised 2/09, Revised 08/10/12,~~ Revised 03/2014

DRAFT

Town of Rotterdam
Department of Public Works

LETTER OF AUTHORIZATION FOR PERMIT AND ZONING APPLICATION

To Whom It May Concern:

I, BULLS EYE MODULARS LLC
ERIK RORICK - OWNER (print name), **as owner of the property located**

at 4866 RIVER CORNERS RD PATTERSONVILLE NY 12137, **Town of Rotterdam, in the State of New York, hereby designate** LDO excavating (name)

366 Finley Rd Ballston Spa NY 12020 518-763-7602 (city, state, zip, and phone number)

as my contractor and registered agent for the purposes of the applying for Permits and Zoning representation regarding my building project.

Signature: _____

Date: 4-8-24

DRAFT

NYS WCB WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-9166	NYS WCB WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8464	NYS WCB WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642	NYS WCB WC/DB100/101 107 Delaware Ave. BUFFALO 14202 (866) 211-0645 Fax# (716) 842-2155	NYS WCB WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966	NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807	NYS WCB WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-9183	NYS WCB WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793	NYS WCB WC/DB100/101 168-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248	NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0644 Fax# (585) 238-8341	NYS WCB WC/DB100/101 935 James St. SYRACUSE 13203 (866) 802-3730 Fax# (315) 423-2938

Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

(Please contact an attorney if you have any questions regarding this form.)

Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Affidavit ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show either other businesses or those businesses' insurance carriers that such insurance is not required.

Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at the fax number or address listed on the top of this form.

Incomplete forms will be returned, UNSTAMPED.

Please note: This statement *must FIRST be notarized* and THEN sent to be *stamped* as received by the New York State Workers' Compensation Board. This affidavit will not be accepted by government officials one year after the date stamped as received by the Workers' Compensation Board.

UPON RECEIPT OF A FULLY COMPLETED FORM WC/DB-100, the Workers' Compensation Board will stamp this form as received and return it to you by either mail or fax within 5 business days. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which you are requesting a permit, license or contract.

KDO excavating
In the Application of (Business Name and Address)

_____

_____

_____

for a _____ **permit/license/contract**

State of _____)
) ss.:
County of _____)

▶1. KYK Ormiski *(applicant's name)* being duly sworn, deposes and says:

1a) I am the Owner *(position)* with the above-named business, a/an excavating *(nature of business—e.g,. building contractor, occupational therapist, food cart vendor, etc)*. The telephone number of the business is (518) 763-7602. The Federal Employer Identification Number of the business (or the Social Security Number of the business owner) is _____. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.

2. My personal address is 366 Finley Rd Ballston Spa NY and my home telephone number is (518) 763-7602.

3. That the above named business is applying for a Water Tap *(type of permit/ license/contract applying for)* from Town of Rotterdam *(governmental entity issuing the permit/ license/contract)*.

3a)(Optional -- Location of where work will be performed in New York State _____ from _____ to _____ *(dates necessary to complete work associated with permit/license/contract)*. The estimated dollar amount of project is _____.*)*

4. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check ONE of the boxes from 4a. through 4i.):

☐ 4a.) the business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

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☐ 4b.) the business is a LLC, LLP, PLLC, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of all the partners/members names and also with the signatures of all the partners/members – Limited Partnerships must ONLY list General Partners.)*

☑ 4c.) the business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

☐ 4d.) the business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must own at least one share of stock). Other than the corporate owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of the names of both owners, and also with both owners' signatures.)*

☐ 4e.) the applicant is a nonprofit entity (under IRS rules). With the exception of clergy or teachers, the nonprofit has no compensated individuals providing any services including subcontractors.

☐ 4f.) the business is a farm with less than $1,200 in payroll the preceding calendar year.

☐ 4g.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has no employees, day labor, leased employees, borrowed employees, part-time employees or subcontractors.

☐ 4h.) other than the business owner(s) and individuals obtained from a registered temporary service agency, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.

☐ 4i.) the out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York *(Applicant MUST attach a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit).*

5. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 5a. through 5f.):

☐ 5a.) the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*

☐ 5b.) the applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

☐ 5c.) the applicant is a nonprofit with NO compensated individuals providing services; or is a religious, charitable or educational nonprofit with no compensated individuals providing services except for executive officers, clergy, sextons, teachers or professionals.

☐ 5d.) the business is a farm and all employees are farm laborers.

☐ 5e.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*

☐ 5f.) other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.

6. By signing my name below, **I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this affidavit under the penalties of perjury.** I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named business will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed in item 3 on the front of this form

_____
(Applicant's Signature -- first and last name)

Sworn to before me this _____
Day of _____, 20__

_____
Notary Public

NYS Workers' Compensation Board Received Stamp

DRAFT

CHARLES R. ACKERBAUER, PE PLS
7 W. First Avenue
Johnstown, NY 12095
518 331 2181
lemchas@gmail.com

April 15, 2024

Mr. James Keith
Town of Rotterdam Code Officer
1100 Sunrise Blvd
Rotterdam, NY 12306

RE: Bullseye Modular Water Service

Dear Mr. Keith,

At the behest of Mr. Michael Rorick of Bullseye Modular, LLC, I would like to submit a plan and a request that a water tap be made for his property adjacent to the existing water main which runs along a roadway to Rynex Corners Road. The plan lays out the route of the water main and a proposed location for the service line and tap. The exact location is subject to your review and acceptance of his request. I would be available to inspect the work that would be required of Mr. Rorick, should that be necessary.

Please let me know if you need any further information. Thank you, I await your response to this proposal.

Respectfully submitted,

Charles R, Ackerbauer, PE PLS



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RPS Version 4 - [Owner Update, Group - Public Works, Name - Grevasself]

File Edit View Toolbar Window Help

12.-3-15.1 | 422800 Rotterdam | Active | R/S 1 | School: Schalmont Cntr
Bullseye Modulars LLC | Roll Year: 2024 Curr Yr | Ridng stable | Land AV: 105,000
4866 Pattersonville-Rynex Cor | Land Size: 60.00 acres | Non-Homestead | Total AV: 110,000

- Parcel 12.-3-15.1
  - History
  - Assessment
    - Spec Dist(s)
  - Description
  - Owner(s)
  - Images
  - Gis
  - Site (1) Com
    - Land(s)
    - Bldg 1 Sec 1
    - Com Use
    - Valuation
  - Sale12/15/21
    - Site (1) Com
      - Land(s)
      - Bldg 1 Sec 1
      - Com Use
      - Valuation

Owner | Tax Bill Mailing Address | 3rd Party Address | Bank

Total: 1 Owners: To open, click the appropriate row. (Right Click to Add)

Bullseye Modulars LLC	Owner Type: Primary	Desig Status:

Last Name / Company: Bullseye Modulars LLC
First Name:
MI:
Jr., Sr., etc:
Attention To / In Care Of:
Additional Address:
Street No: 176
Prefix Dir:
Street / Rural Route: Kunz
St Suffix: Rd
Post Dir:
UnitName:
Unit No:
Po Box No:
City/Town: Broadalbin
State: NY
Zip Code: 12025
Country: enter if not "USA"
Bar Cd:
Ownership: e.g. Life Use
Owner Type: P = Primary
Owner's Primary Residence:

Ready

RESOLUTION NO. 240.24

TO AMEND RESOLUTION NO. 75.24: TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BELLAMY CONSTRUCTION FOR BORING SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 75.24, as amended, is hereby amended, and restated to read as follows:

> The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Bellamy Construction, located at 6684 Amsterdam Road, Scotia, NY 12302, for trenchless horizontal drilling under D.O.T. highways for water service replacement to the area located at 2515 Hamburg Street, and 845 Curry Road in the amount not to exceed nineteen thousand two hundred seventy and 00/100 ($19,270.00) dollars.

SECTION 2. This resolution shall become effective on June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 25, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: To Amend resolution 75.24 relating to agreement with Bellamy Construction for boring services

TOWN BOARD MEETING: June 12, 2024

Background Information: Original agreement with Bellamy Construction for drilling at 2515 Hamburg Street was approved to not exceed five thousand three hundred eight five dollars and 00/100 ($5,385.00) which was based on the expectation that it would take one eight hour day. Cost exceeded the original estimate due to additional work required in order to complete the job which resulted in two additional days of work. Additionally, drilling was required at 845 Curry Road for one day.

Evaluation/Analysis: Additional costs for work on Hamburg street is $13,885.00 (Total $19,270.00)

Costs associated with work done on Curry Road drilling is $5,385.00

Total additional costs to be approved are $19,270.00

Recommendation(s): Approve additional costs for Hamburg, and approve work done at Curry Road

Attachment/Document(s):

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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BELLAMY
CONSTRUCTION

6684 Amsterdam Road, Scotia, NY 12302
P: 518.214.4082.ext 305 | F: 518.214.4086

INVOICE

INVOICE #: 3791
INVOICE DATE: 2/19/2024
CUST PO#:
CUST #: ROTTOW

TO: Town of Rotterdam

JOB: 24-0025
Rotterdam, Town of
2515 Hamburg Street
Rotterdam, NY 12306

Description	Units	Unit Price	Amount
Original quote dated 2/5/24 - water service replacement			
2/2/24 Daily Rate	1.00	5,385.00	5,385.00
2/5/24 Daily Rate	1.00	5,385.00	5,385.00
2/6/24 Daily Rate	1.00	8,500.00	8,500.00
		Subtotal	**$19,270.00**
		Retainage	**$0.00**

DRAFT

RECEIVED
APR 02 2024
TOWN OF
PLANNING

Net 10 Days

SUBTOTAL	RETAINAGE	TAX RATE	TAX AMOUNT	INVOICE TOTAL
$19,270.00	$0.00	0.00 %	$0.00	$19,270.00

TERMS AND CONDITIONS: This invoice will be considered correct unless notification is received within 5 days from date.
Invoices not paid within 30 days will be considered past due.
A FINANCE CHARGE of one and one half percent (1.5) per month thereafter will be charged on the unpaid balance for an annual percentage rate of eighteen percent. (18)
In case of non-payment, cost of collection including reasonable attorney's fee will be charged.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 24, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 75.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BELLAMY CONSTRUCTION FOR BORING SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Bellamy Construction, located at 6684 Amsterdam Road, Scotia, NY 12302, for trenchless horizontal drilling under a D.O.T. highway for water service replacement to the building located at 2515 Hamburg Street, for an eight-hour daily rate, not to exceed five thousand three hundred eight five and 00/100 ($5,385.00) dollars.

SECTION 2. This resolution shall become effective on January 24, 2024.

DATED: January 24, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 24, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 26, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

BELLAMY
CONSTRUCTION

6684 Amsterdam Road, Scotia, NY 12302
P: 518.214.4082.ext 305 | F: 518.214.4086

INVOICE

INVOICE #: 3803.
INVOICE DATE: 3/29/2024
CUST PO#:
CUST #: ROTTOW

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

JOB: 24-0043
Rotterdam -Curry Rd
845 Curry Rd
Rotterdam, NY 12306

Description	Units	Unit Price	Amount
Water Service Replacement - Daily Rate	0.00	0.00	5,385.00
		Subtotal	**$5,385.00**
		Retainage	**$0.00**

DRAFT

RECEIVED
APR 02 2024

Net 10 Days

SUBTOTAL	RETAINAGE	TAX RATE	TAX AMOUNT	INVOICE TOTAL
$5,385.00	$0.00	0.00 %	$0.00	$5,385.00

TERMS AND CONDITIONS: This invoice will be considered correct unless notification is received within 5 days from date.
Invoices not paid within 30 days will be considered past due.
A FINANCE CHARGE of one and one half percent (1.5) per month thereafter will be charged on the unpaid balance for an annual percentage rate of eighteen percent. (18)
In case of non-payment, cost of collection including reasonable attorney's fee will be charged.

RESOLUTION NO. 241.24

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 12, 2024; and

WHEREAS, on January 26, 2024 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. 87.24, 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 rail fright cost increases issued by their producers of Chlorine Gas, the price of Chlorine gas increased to $403.00 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 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 _____,

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 of Chlorine gas from JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236, in an amount not to exceed $403.00 per 150-pound cylinder.

SECTION 2. The Town Board reserves all of its legal rights with respect to purchasing pursuant to the original contract award pursuant to Resolution 87.24 to the fullest extent. Neither this Resolution 241.24, nor any purchases made pursuant to this Resolution 241.24, 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 12, 2024.

DRAFT

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 29, 2024

TO: Supervisor, Mollie A. Collins

FROM: Justin Peterson, Sr. Water Treatment Plant Operator

TITLE OF LEGISLATIVE REQUEST: Chlorine Gas Price Increase

TO BE PLACED ON TOWN BOARD MEETING OF: June 12, 2024

Background Information: JCI was the sole bidder in 2024 for Chloride Gas with a price per cylinder of $400.00. A letter was sent out informing the Town of a price increase to $403.00 per cylinder to go into effect July 1, 2024.

Evaluation/Analysis: JCI is the sole provider for chlorine gas.

Recommendation(s): Town Board approve the price increase and avoid delay in shipment of disinfection chemicals.

Attachment/Documents(s): Increase letter

Compliance with Purchasing Policy: Yes

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

LEGISLATION WAS PREPARED BY: Justin Peterson, Sr. Water Treatment Plant Operator

DRAFT

May 29, 2024

PLEASE SIGN AND RETURN ASAP
TO AVOID POSSIBLE SHIPMENT DELAYS

Town of Rotterdam
1100 Sunrise Blvd
Schenectady, NY 12303

Dear Customer:

Rail Freight cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective July 1, 2024 your Chlorine price must increase to $403/cyl. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to or return via fax to (845) 986-0619.

Accepted by: _____ Date: _____

DRAFT

Westlake

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

March 15, 2024

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 45 per short ton in the United States, and C$ 65 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine in addition to increased logistics costs.

Standard lead time for all chlorine rail shipments is 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky

David Kokowsky
Director, Commercial Chlor-Alkali

DRAFT

RESOLUTION NO. 242.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH PRIME AE/KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5

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 Amendment No. 1 to an existing agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Leak Detection Survey for Water District No. 5, in an amount not to exceed twenty three thousand seven hundred and 00/100 ($23,700.00) dollars, for a new total agreement amount not to exceed eight one thousand five hundred fifty and 00/100 ($81,550.00) dollars.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 3, 2024

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Negotiate and execute Amendment #1 to the existing agreement with Prime AE/KB Engineering & Architecture P. C. for professional engineering services related to the leak detection survey for Water District #5.

TOWN BOARD MEETING: June 12, 2024

Background Information: The town has contracted with KB Engineering & Architecture, P.C. for leak detection in Water Districts #3, #4 and #5. The town wishes to continue leak detection in Water District #5 and increase the areas not previously covered in the former contract.

Evaluation/Analysis: Expanding the area within Water District #5 will enable us to continue our leak detection survey as required by the Department of Environmental Conservation.

Recommendation(s): Authorize the supervisor to execute Amendment #1 to the existing agreement with Prime AE/KB Engineering & Architecture P.C. for the expansion of leak detection within Water District #5.

Attachment/Document(s): Contract

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

DRAFT

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

May 15, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
WD#5 Leak Detection Survey
Proposed Amendment #1 for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB) is pleased to submit this Amendment #1 to provide additional Professional Engineering Services related to the Leak Detection Survey of portions of the Town of Rotterdam Water District #5 noted as Phases 3, 4 & 5 on the attached map. These areas include up to 62 miles of additional pipe. We propose the following scope of engineering services:

A. Base Services

Task 1: Field Survey

1. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 24 miles of pipe for **Phase 3**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 48 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
2. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 21 miles of pipe for **Phase 4**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 44 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
3. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 17 miles of pipe for **Phase 5**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 40 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed the figures shown in the table below, to be billed monthly on a percentage complete basis. Please place an "X" and initial next to each Project Area fee that you would like to include in the scope of work and enter the sum on the following line: Agreed Upon Contract Fee: $_____.

DRAFT

Project Area	Est. Pipe Length, miles	Engineering Fee	Selected Project Area
Phase 3	24	$9,000.00	
Phase 4	21	$7,600.00	
Phase 5	17	$7,100.00	
Total	62	$23,700.00	

C. Exceptions and Limitations:

1. No AutoCAD drawings will be created from the GPS field work, only shape files to be provided to the Town.
2. This amendment is for field services and coordination, no plans or specifications will be prepared for bidding the leak detection of the areas. We can provide a separate Amendment for that work when requested by the Town.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB's performance of the affected Services. If KB's adherence to Client's policies increases KB's costs of providing the Services, KB shall notify Client of the foregoing and Client shall pay KB for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Amendment #1 shall be performed in accordance with KB's Standard Terms and Conditions, which will remain in full force and effect from our original contract.

DRAFT

If you agree with this Proposal, please return an executed copy of this Amendment #1. If you have any questions, please feel free to contact me.

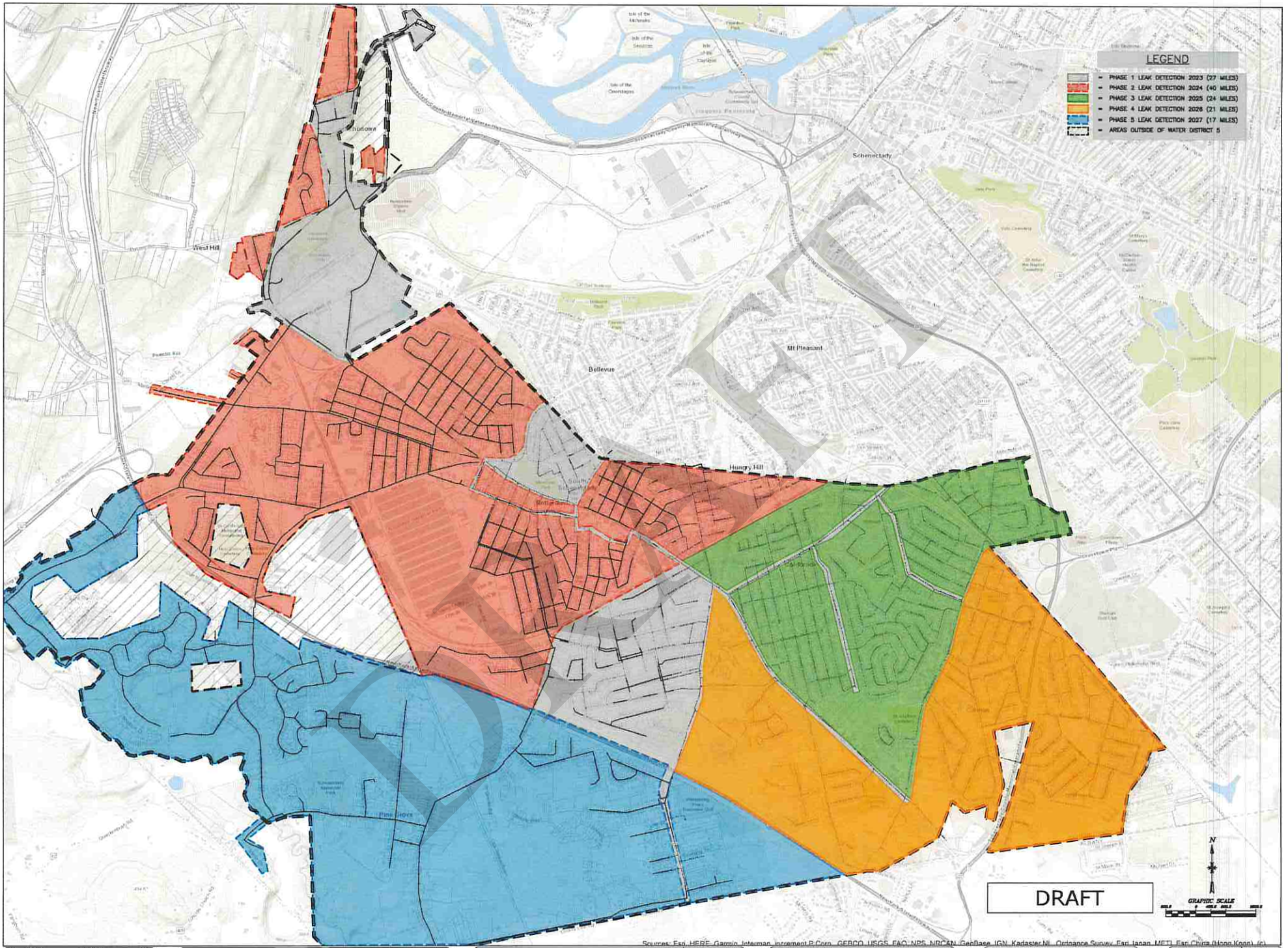
Sincerely,

Douglas P. Cole, P.E.
Senior Director of Engineering

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB ENGINEERING & ARCHITECTURE, P.C.:
Mollie Collins, Supervisor	Kumar Buvanendaran, P.E. – President & CEO
DATE:	DATE: 5/15/2024

DRAFT



DRAFT

NO.	DATE	REVISION	BY
00	04/01/24	ORIGINAL ISSUE	MAL

PRIME AE
Albany Office
100 Great Oaks Blvd | Suite 114
Albany, New York 12203
Ph: 518 382 1774
www.primeaeg.com

PROJ. ENGR.: JDT | DRAWN BY: MAL | CHECKED BY: DPC

TOWN OF ROTTERDAM
SCHENECTADY COUNTY

WATER SYSTEM LEAK DETECTION

SHEET TITLE:
WD#5
PHASING MAP

SCALE: AS SHOWN
FILE NO.: 240610-000R
DATE: APRIL 2024
SHEET NO.: 1

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 27, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 155.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5

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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114 Albany, New York 12203, for Professional Engineering Services related to a Leak Detection Survey for Water District No. 5, in the amount not to exceed fifty-seven thousand eight hundred fifty and 00/100 ($57,850.00) dollars.

SECTION 4. This resolution shall become effective March 27, 2024.

DATED: March 27, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 1,2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk 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:	March 22, 2024
TO:	Town Board
FROM:	Jack Dodson
TITLE OF REQUEST:	Prime AE – Leak Detection Survey – WD No. 5
TOWN BOARD MEETING:	March 27, 2024
Background Information:	The Town's NYSDEC water withdrawal permit requires the town perform leak detection surveys for the water system.
Evaluation/Analysis:	Perform a leak detection survey on 40 miles of piping in WD No. 5 including GPS location of water valves and hydrants to provide a shape file to the leak detection contractor.
Recommendation(s):	Retain Prime AE to prepare a leak detection bid package to retain a contractor to perform a leak detection survey for 40 miles of pipe in WD No. 5.
Attachment/Document(s):	Agreement dated March 13, 2024.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

PRIME AE

Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

March 13, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
WD#5 Leak Detection Survey
Proposal for Engineering Services

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this Proposal to provide Professional Engineering Services related to the Leak Detection Survey of portions of the Town of Rotterdam Water District #5. These portions will include up to 40 miles of pipe. We propose the following scope of engineering services:

A. Base Services

Task 1: Field Survey/Design Phase

1. PRIME AE will discuss the exact location of the proposed 40 miles of pipe to leak detect with Town representatives, review existing mapping in our files, and additional mapping as provided by the Town.
2. PRIME AE will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 40 miles of pipe. This GPS data will be utilized to develop the shape files necessary for the Water Leak Detection Contractor to perform their work accurately and efficiently. We have included 180 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
3. PRIME AE will prepare a Bid Package containing plans and specifications for the Leak Detection Survey to be performed by a contractor hired by the Town.

Task 2: Bid Phase

1. PRIME AE will assist the Town with bidding the project and make a recommendation of award.

Task 3: Contract Administration

1. PRIME AE will coordinate the Leak Detection Survey with the Contractor and Town Water Department personnel.
2. PRIME AE will locate, catalogue and evaluate the issues found during the survey. We have included a field person to be on site full time during the investigation and obtain GPS locations of the problem areas.

DRAFT

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$57,850.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: No AutoCAD drawings will be created from the GPS field work, only shape files to be provided to the contractor. PRIME AE will review the selected contractor's schedule with the Town to determine if additional field representative time is warranted above the estimated time in this proposal.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

DRAFT

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

Mollie Collins, Supervisor

DATE: 4/2/2024

AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:

Douglas P. Cole, P.E. – Senior Director of Engineering

DATE: 3/11/2024

DRAFT

RESOLUTION NO. 243.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SCHEMATIC DESIGN PHASE FOR THE NEW HIGHWAY GARAGE

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 Amendment No. 1 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for revision 1 dated May 30, 2024, regarding the Schematic Design Phase services for a new Highway Garage, located at West Campbell Road, Rotterdam New York 12306, for a lump sum fee not to exceed two hundred thousand and 00/100 ($200,000.00) dollars.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 3, 2024

TO: Town Board

FROM: Larry LaMora, Highway Superintendent LL

TITLE OF REQUEST: Negotiate and execute an agreement with Barton & Loguidice for the completion of the Schematic Design of the Highway Garage

TOWN BOARD MEETING: June 12, 2024

Background Information: The town has contracted with Barton & Loguidice for the schematic design of the highway garage. Currently the schematic design is at 30%.

Evaluation/Analysis: This agreement would bring the schematic design of the highway garage into completion (100%).

Recommendation(s): Authorize the supervisor to execute an agreement with Barton & Loguidice for the completion of the schematic design of the highway garage.

Attachment/Document(s): Contract

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

DRAFT

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of February in the year 2023 (Revision 1, dated May 30, 2024)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

and the Architect:
(Name, legal status, address and other information)

Barton & Loguidice, DPC.
10 Airline Drive
Suite 200
Albany, New York 12205

for the following Project:
(Name, location and detailed description)

Construction of a new Department of Public Works Highway Garage for the Town of Rotterdam, to be located at West Campbell Road, Rotterdam, New York.

Barton & Loguidice, DPC. is authorized by the Town of Rotterdam to create project documents in accordance with Article 3 Scope of Architects Basic Services, which shall include the following Sections:
3.2 Schematic Design Phase Services 30% of the Schematic Design Phases Services were completed March 2024.

05/30/24 Update - The following services have been updated and are included in this revised contract agreement:
3.2 Schematic Design Phase Services, Complete balance of Schematic Design Phase Services 70%

The following Sections are excluded from this agreement at this time:
3.3 Design Development Phase Services
3.4 Construction Document Phase Services
3.5 Procurement Phase Services
3.6 Construction Phase Services & Construction Observation

The Owner and Architect agree as follows:

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.

DRAFT

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User Notes: (1834304564)

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)
Owner's program is based on Exhibit "A", Schematic Design Drawings, dated March 08, 2024.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)
New building construction, totaling approximately 38,000 square feet, is to be sited at the Town of Rotterdam property located at West Campbell Road, Rotterdam, NY. The project will be based on the information provided in Exhibit A, B & C, per 1.1.1 above.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Owner's Budget based on Exhibit C, per 1.1.1 above.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

DRAFT

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User Notes: (1834304564)

.1 Design phase milestone dates, if any:

To be determined (TBD), estimated schematic design phase June 2024 - December 2024

.2 Construction commencement date:

To be determined (TBD)

.3 Substantial Completion date or dates:

To be determined (TBD)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Contractor Bid, Multiple Prime Contracts (Wicks Law)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

(Paragraph deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mollie Collins
Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To Be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1
(Paragraphs deleted)
To be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Donald H. Fletcher, P.E., Executive Vice President
Barton & Loguidice, DPC.
10 Airline Drive, Suite 200

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Albany, New York 12205
(518) 218-1801

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1

(Paragraphs deleted)

None

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

1.1.12.1 As a condition of this Agreement, it shall be acknowledged by all parties that the term "Architect" shall be understood to mean "Engineer" throughout the entirety of the Agreement.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, but only to the extent as specifically described and included in Exhibit B.. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review the amounts due the Contractor and shall issue certificates in such amounts. The Architect's review for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect 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 Architect. The Architect'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 Architect 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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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

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Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner/Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Ten (10) visits to the site by the Architect during construction
.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

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Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Init.
/
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[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero Dollars

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero Dollars

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as modified in writing by Owner, Architect and Contractor and expressly agreed to by Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or would impose duty on the Architect without its written consent.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (Lump Sum):

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A. Scope of Architects Basic Services: Phase Cost:

3.2	30% of Schematic Design Phase Services	$75,000, 100% Completed 3/24
3.2	70% of Schematic Design Phase Services	$200,000, Balance to finish Schematic Design Phase
3.3	Design Development Phase Services	Not included at this time
3.4	Construction Document Phase Services	Not included at this time
3.5	Procurement Phase Services	Not included at this time
3.6	Construction Phase Services	Not included at this time
	Construction Observation	Not included at this time

Total: Two Hundred Thousand Dollars ($200,000)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2023

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5
(Paragraphs deleted)
Deleted
§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2023
(Table deleted)
§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
.1
(Paragraphs deleted)
Permitting and other fees required by authorities having jurisdiction over the Project;
.2 Printing, reproductions, plots, and standard form documents;
.3 Postage, handling, and delivery;
(Paragraphs deleted)

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User Notes: (1834304564)

.4 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

(Paragraphs deleted)

.5 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Direct cost of any additional required insurances required from the Architects insurance provider.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2.0 % per Month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

DRAFT

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User Notes: (1834304564)

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Conceptual Design Drawings prepared by Barton & Loguidice, DPC., dated March 2019

(Paragraphs deleted)

Exhibit B: Barton & Loguidice Billing Rates for Calendar Year 2023

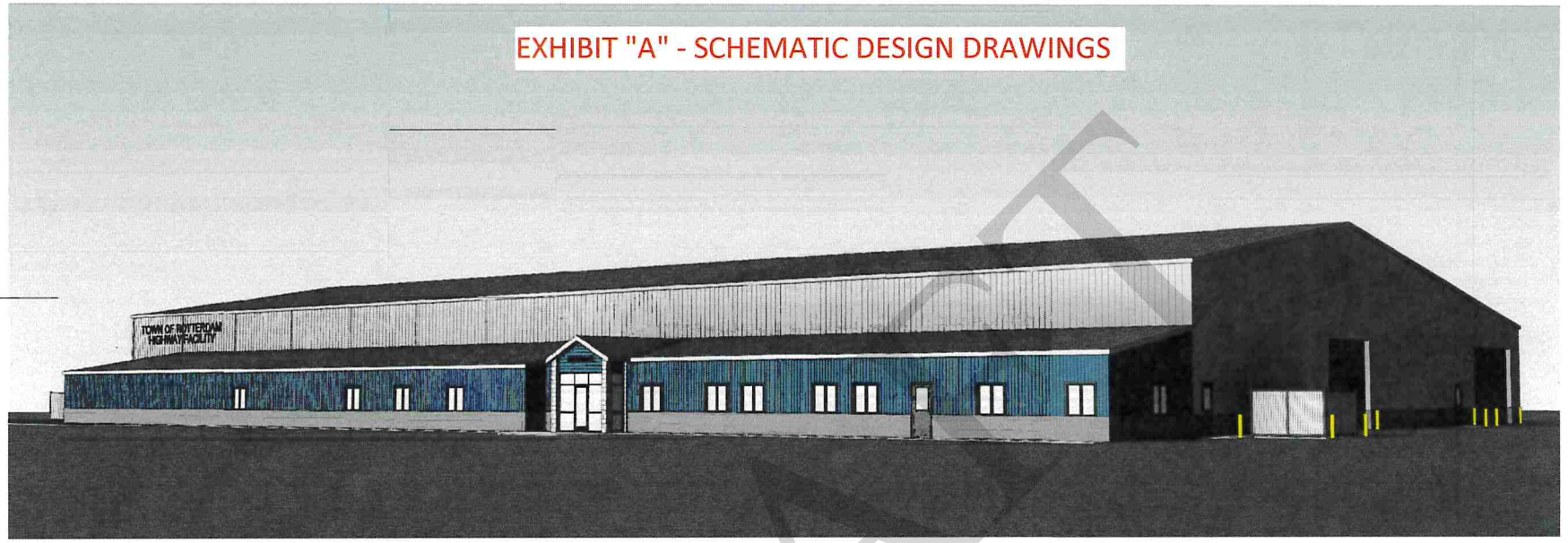
This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Donald H. Fletcher, P.E. Executive Vice President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS





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REVISIONS

△	

TOWN OF ROTTERDAM
HIGHWAY FACILITY

PERSPECTIVE VIEWS

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205
NYS CERTIFICATE #
0018346, 0205580, 0139043, 019905, 0200336

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NYS EXP.:

Date
03/08/24

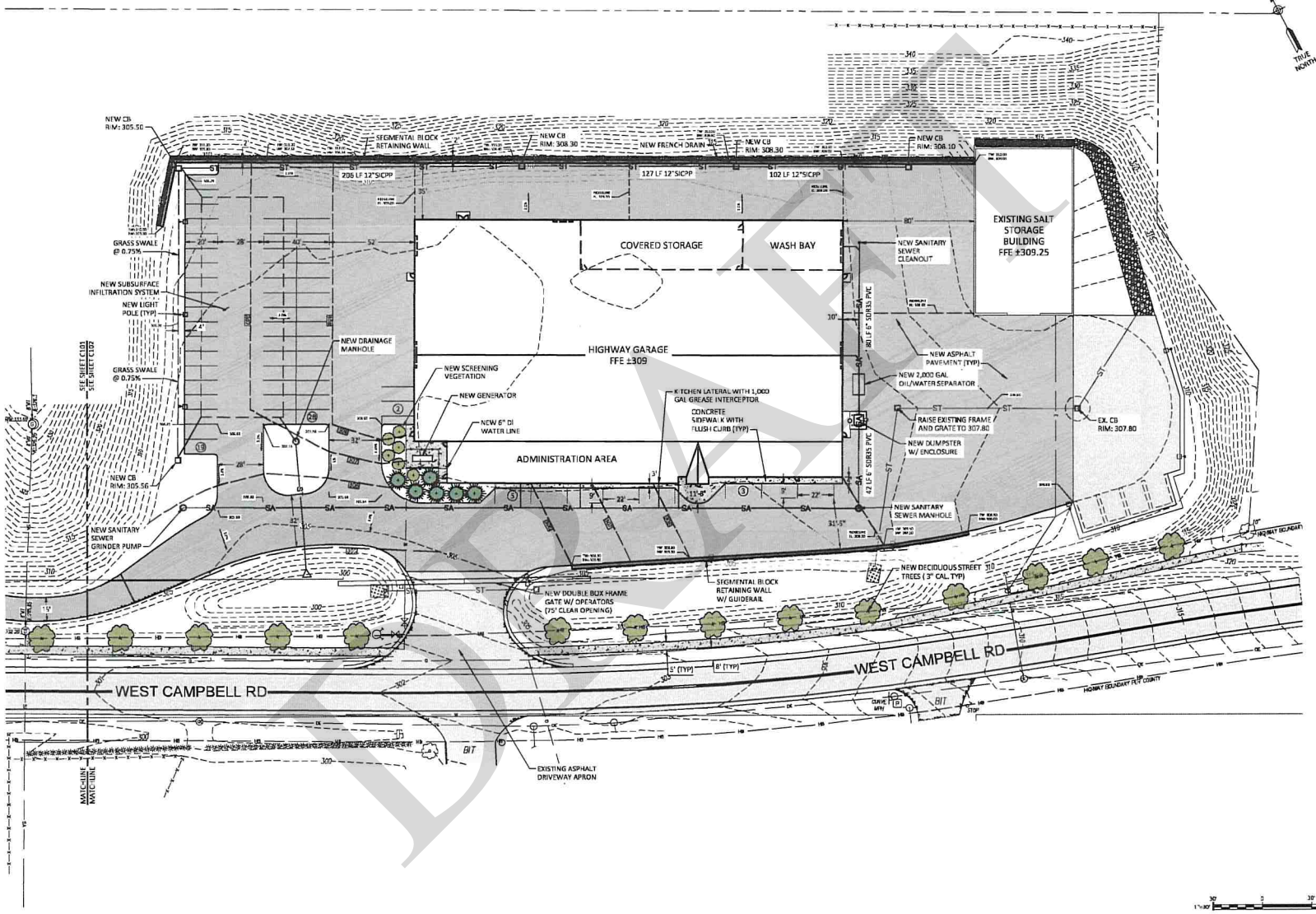
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Project Number
904.056.001

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Checked by: CKrekker Drawn by: Author Designed by: Designer In Charge of:

EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS



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REVISIONS

TOWN OF ROTTERDAM
DPW GARAGE

CONCEPTUAL SITE PLAN

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

PRELIMINARY
3/8/2024

Date
03/08/24

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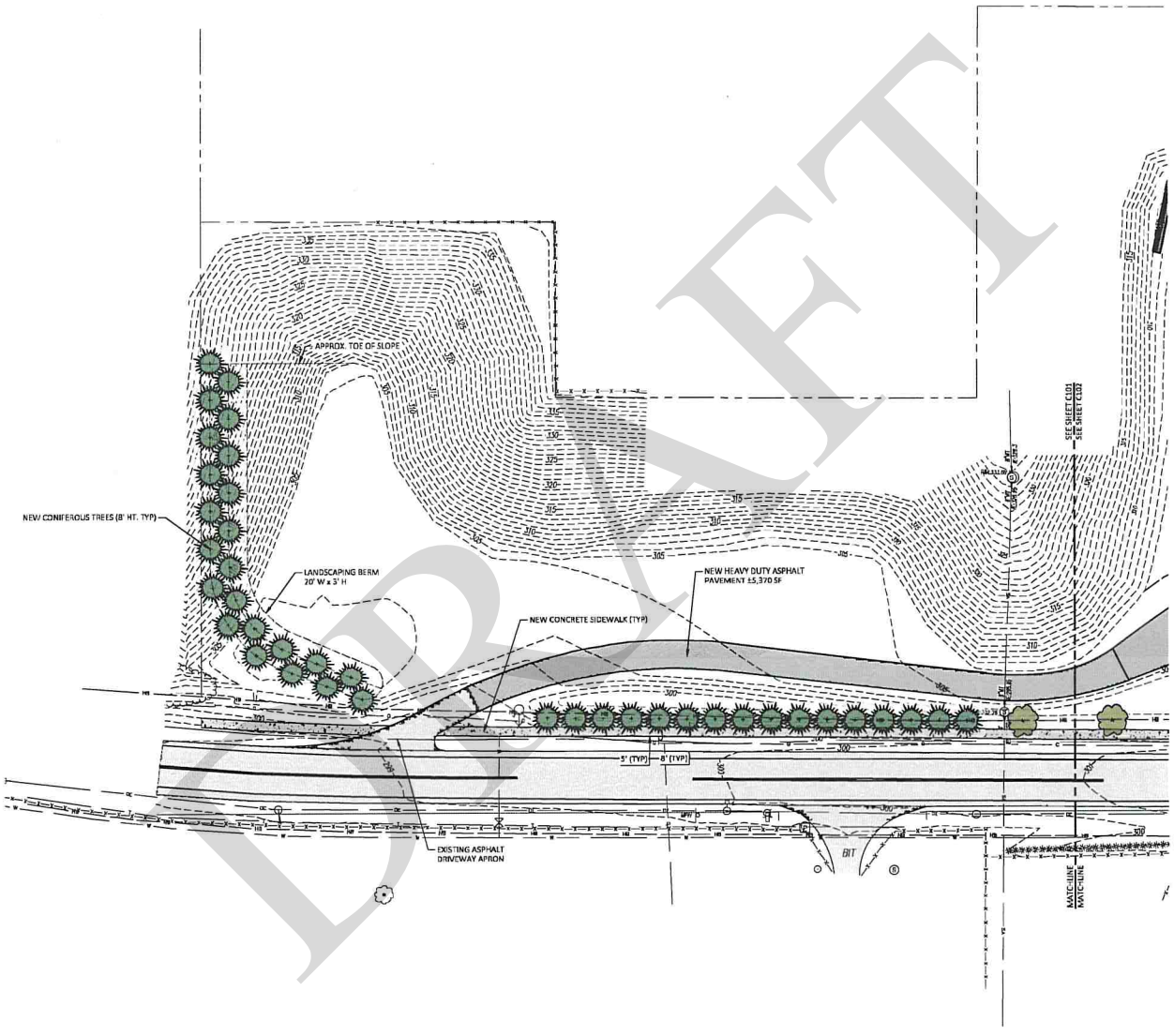
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Checked by RJW
Drawn by EPI
Designed by SVR
INITIALS In charge of DHF

EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS



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REVISIONS

TOWN OF ROTTERDAM
DPW GARAGE

CONCEPTUAL SITE PLAN

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

B&L

PRELIMINARY
3/8/2024

Date
03/08/24

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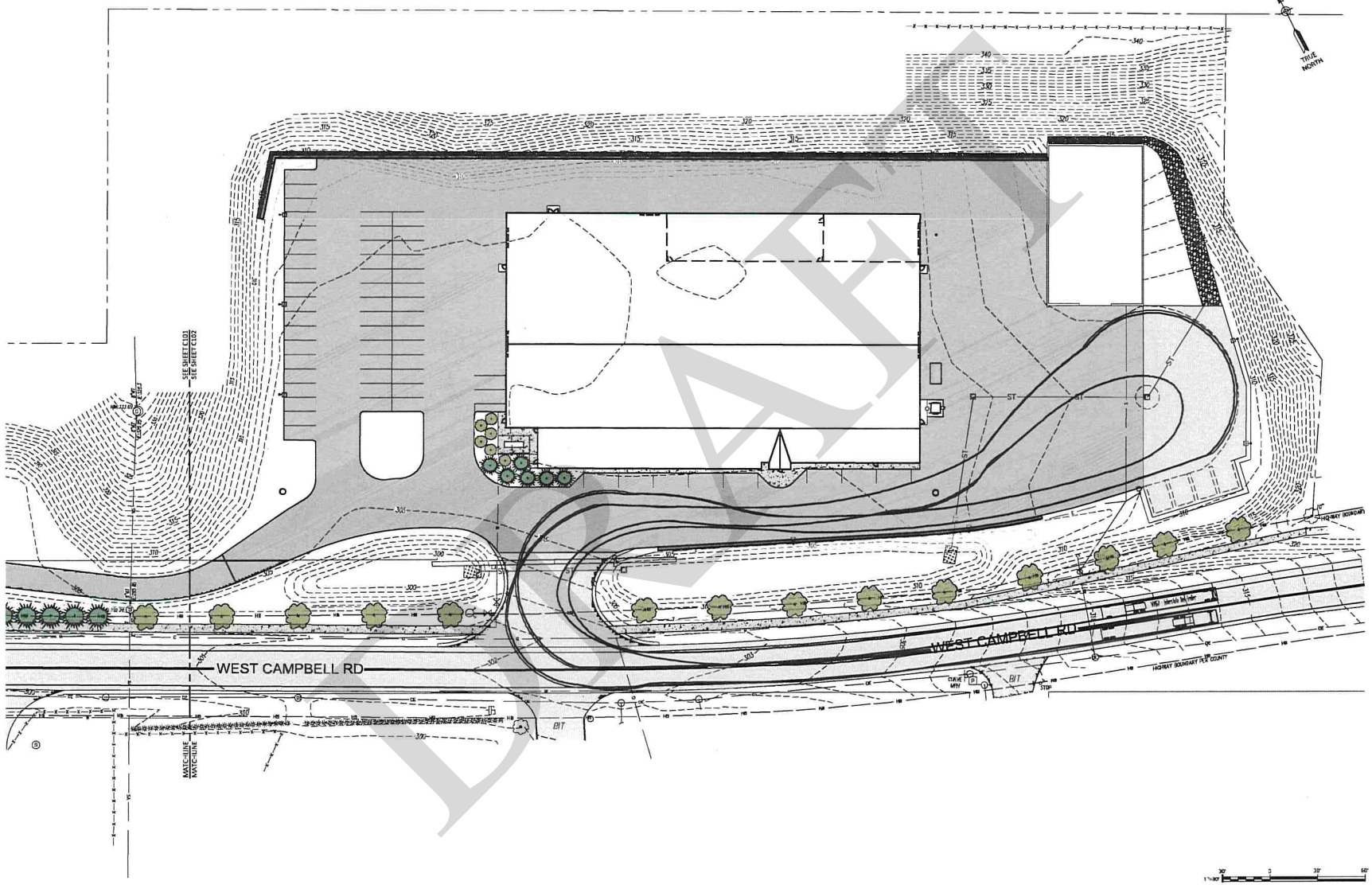
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Checked by _____ RJLW _____ Drawn by _____ LPR _____ Designed by _____ INITIALS _____ In charge of _____ DHF

EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS



DRAFT

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REVISIONS

TOWN OF ROTTERDAM
DPW GARAGE

CONCEPTUAL SITE PLAN
WB-67 TURNING DIAGRAM

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

B&L

PRELIMINARY
3/8/2024

Date
03/08/24

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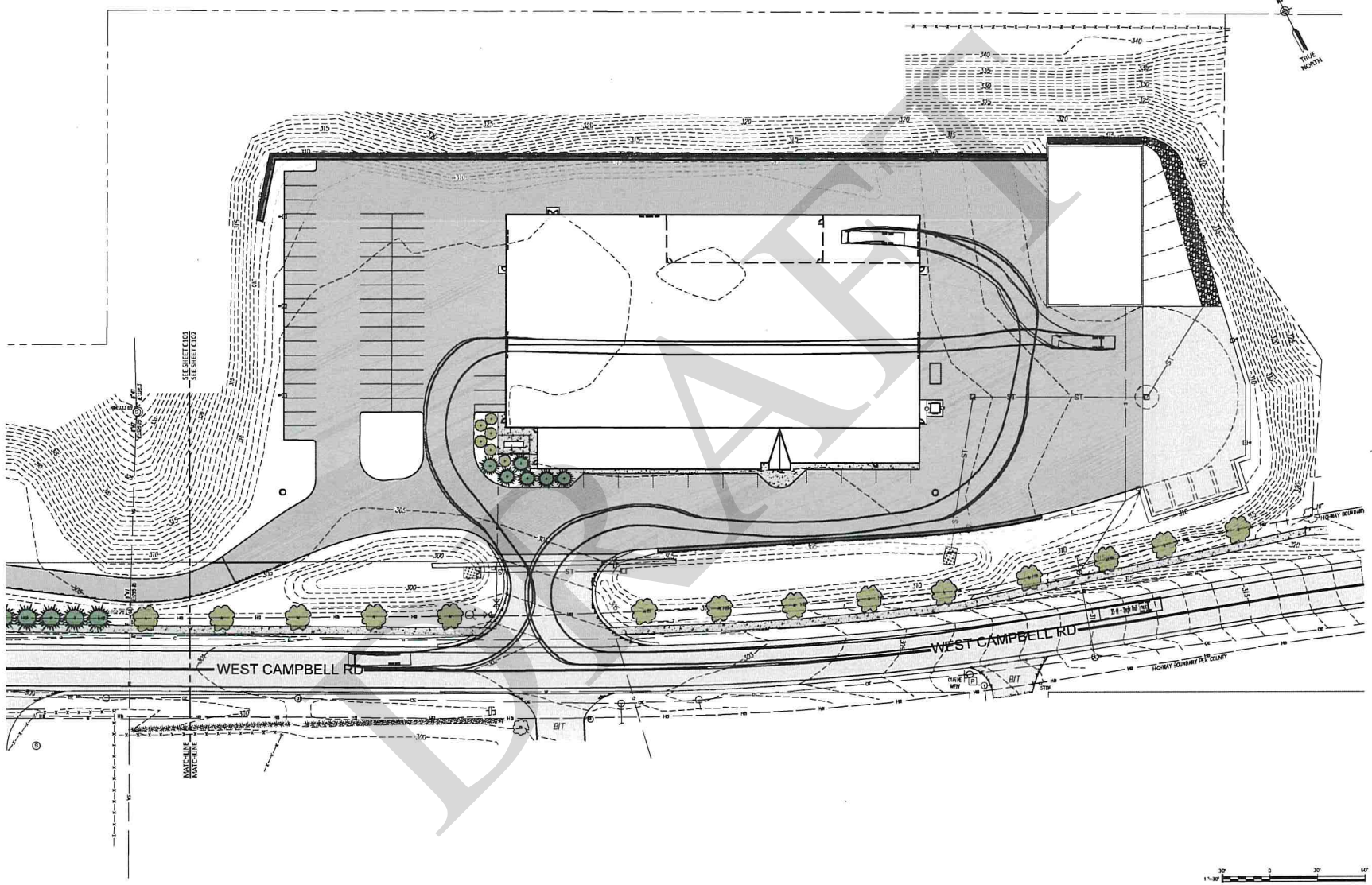
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Project Number
904.056.001

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Checked by RJW Drawn by EPB Designed by INITIALS In charge of RHF

EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS



DRAFT

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REVISIONS

TOWN OF ROTTERDAM
DPW GARAGE

CONCEPTUAL SITE PLAN
SU-40 TURNING DIAGRAM

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

B&L

PRELIMINARY
3/8/2024

Date
03/08/24

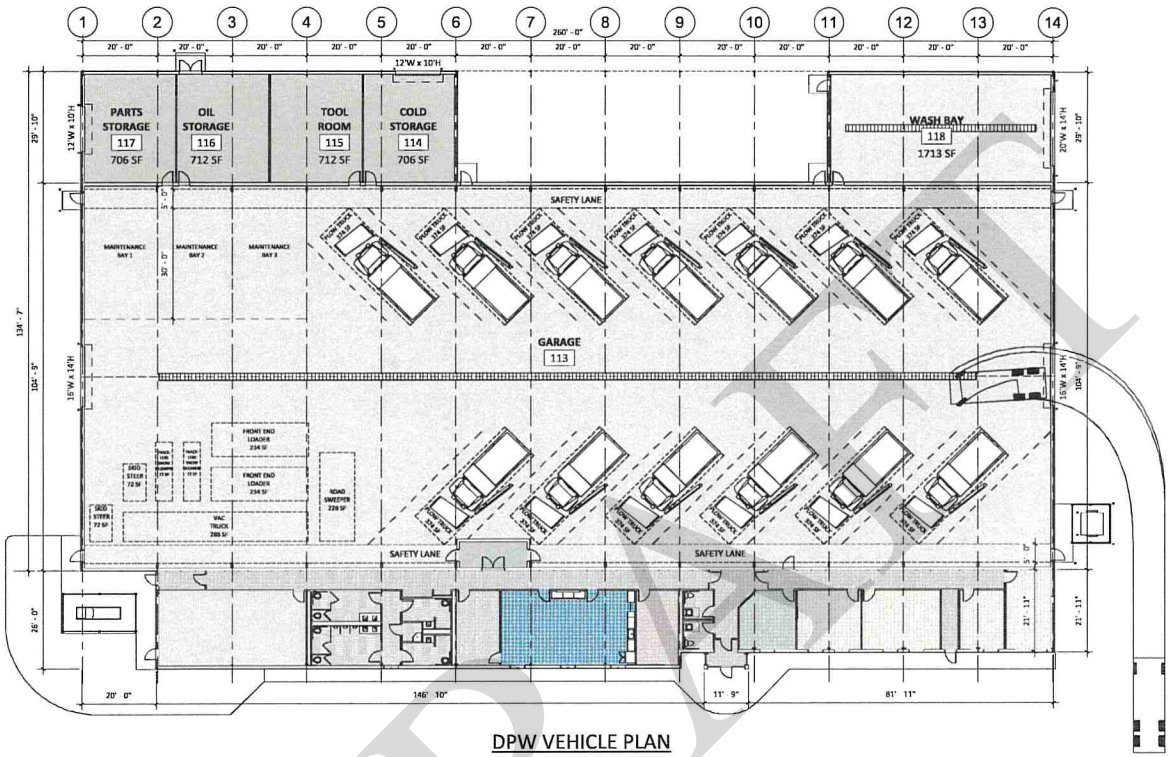
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Project Number
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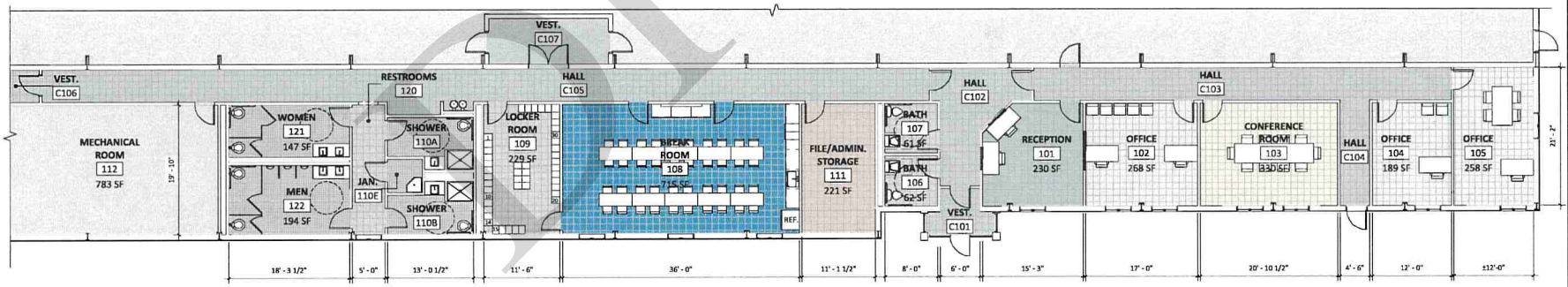
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Drawn by RJW | Designed by LPR | Initials | In charge of DHF



DPW VEHICLE PLAN

SCALE: 1/16" = 1'-0"



ENLARGED ADMIN. AREA FLOOR PLAN

SCALE: 1/8" = 1'-0"

TOWN OF ROTTERDAM
HIGHWAY FACILITY

FIRST FLOOR PLAN

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

REVISIONS

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

NYS CERTIFICATE #
001824, 020588, 019903, 019905, 020335

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Date 03/08/24

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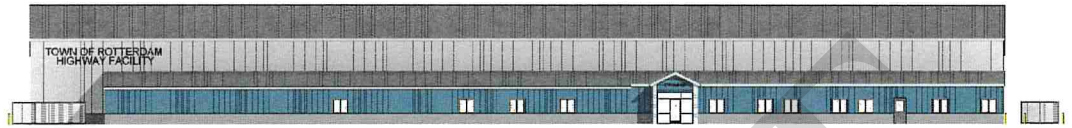
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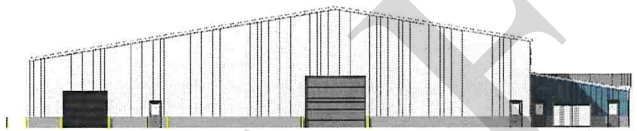
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DRAFT

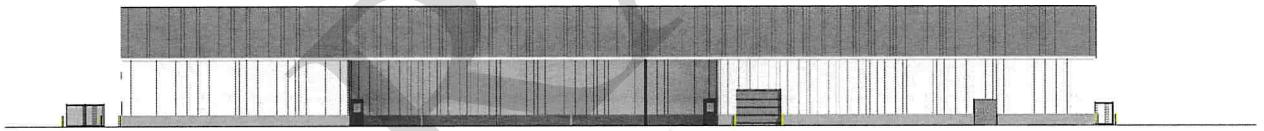
EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS



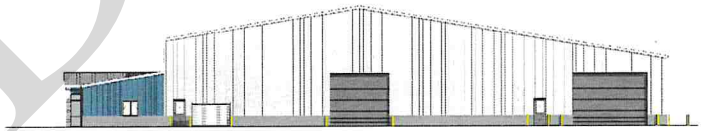
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1/16" = 1'-0"



2 WEST ELEVATION
1/16" = 1'-0"



3 NORTH ELEVATION
1/16" = 1'-0"



4 EAST ELEVATION
1/16" = 1'-0"

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REVISIONS

TOWN OF ROTTERDAM
HIGHWAY FACILITY

EXTERIOR ELEVATIONS

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

NYS CERTIFICATE #
0018246, 020588, 019943, 019905, 020335

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03/08/24

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Project Number
904.056.001

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Checked by: CFickekar Drawn by: Author Designed by: Designer In Charge of:

RESOLUTION NO. 244.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH INDUSTRIAL & UTILITY VALUATION CONSULTANTS, INC. TO CONDUCT A SYSTEMATIC REVIEW OF TOWN ASSESSMENT OF REAL PROPERTY FOR THE 2026 ROLL YEAR

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 Industrial & Utility Valuation Consultants, Inc., located at 31 Colonial Green, Albany, New York 12211, for a Systematic Review with respect to providing Real Property Assessment and Taxation Consultant Services, for the 2026 Assessment Roll, in the amount not to exceed four hundred sixty thousand and 00/100 ($460,000.00) dollars.

SECTION 2. Payment is to be in ten (10) monthly installments in the amount of forty-six thousand and 00/100 ($46,000.00) dollars, payable as of August 1, 2025 through May 1, 2026.

SECTION 3. This resolution shall become effective on June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 30, 2024

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Expand Industrial & Utility Valuation Consultants, Inc agreement with the town (Resolution 46.24) to conduct a systematic review of town assessments of real property.

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: June 12, 2024

Background Information: The Town's equalization rate has fallen to 72% for 2024. All indicators are it will continue to be reduced due to recent market conditions. This has created unstable inequity for tax payers. An equitable rate is 100%.

Evaluation/Analysis: The Town has not conducted a review of assessments on a town-wide basis since 2007. Market changes not only in the residential class but also commercial and vacant lad classes have created an imbalance that should be corrected.

Recommendation(s): The Town utilize the services of IUVC to conduct a systematic review of town assessment of real property for the 2026 roll year.

Attachment/Document(s): Proposal from IUVC.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): n/a

LEGISLATION WILL BE PREPARED BY: Town Attorney

DRAFT

INDUSTRIAL & UTILITY VALUATION CONSULTANTS, INC.
31 COLONIAL GREEN
ALBANY, NEW YORK 12211
CELL: 518-3699771
E-MAIL: IUVC@HOTMAIL.COM

PROPOSAL

DRAFT

IN RESPONSE TO THE TOWN OF ROTTERDAM REQUEST FOR PROPOSALS FOR THE PROVISION OF REAL PROPERTY ASSESSMENT AND TAXATION CONSULTANT SERVICES

PROPOSAL

June 4, 2024

Bradley Canning, Assessor

TOWN OF ROTTERDAM

1100 Sunrise Boulevard

Schenectady, New York 12306

Dear Brad:

I am pleased to present my proposal (made under the auspices of IUVC, Inc.) for the TOWN OF ROTTERDAM (Town) Proposed Systematic Review with respect to providing Real Property Assessment and Taxation Consultant Services.

My price is a fixed price proposal, including all related expenses, direct and indirect. As you may be aware, I have been providing similar services to Cities and Towns for over the past thirty (30) years.

Although you and many Town Staff are quite familiar with our work, some members of the Town Board may not be as familiar. As such, as you can see from my attached resume, I began my real property tax consulting service in 1980. In addition, I began my mass appraisal work in a monitoring role with the Town of Colonie for their initial 1994 town-wide reassessment project. I have also provided reassessment monitoring to other New York State localities, including the City of Albany's initial revaluation in the late 1990's. I have continued the relationship with the Town of Colonie with comparable consultative services for the Town's revaluation for the 2001 assessment roll. Moreover, as you may be aware, my firm did the City of Albany's "in house" revaluation for the 2003 assessment roll. Finally, my firm completed town-wide Revaluations for the Town of Haverstraw's 2006 assessment roll, the City of Albany's 2013, 2018 and upcoming 2024 assessment rolls, the Town of Guilderland's 2019 assessment roll, the Town of Coeymans' 2020 assessment roll, the Town of Athens' 2023 assessment roll and the Town of Hurley's upcoming 2024 assessment roll.

I am committed to providing the highest quality real property tax consulting services to my clients. I look forward to the possibility of working on this important project. If you have any questions and/or require further clarification, please feel free to call me to discuss this proposal in more detail.

Respectfully submitted,

LPF:es

Laurence P. Farbstein

President, IUVC, Inc.

DRAFT

REAL PROPERTY ASSESSMENT AND TAXATION CONSULTANT QUALIFICATIONS

- **Laurence P. Farbstein, President, Industrial & Utility Valuation Consultants, Inc**.

New York State Certified General Real Estate Appraiser and Valuation Consultant practicing since 1980. Providing valuation assistance to municipalities with respect to Article 7 RPTL issues, Equalization Rate complaints and Mass Appraisal programs. With respect to Revaluations, have worked both in direct and monitoring capacities including, but not limited to, developing statistically reliable residential, industrial, commercial, vacant land models, helping the municipality determine the impact of an Article 19 RPTL election (homestead option), and interfacing with the New York State Office of Real Property Tax Services (ORPTS) to help insure the municipality's new assessment roll was approved.

A partial cross-section of the major municipal clients located in New York State that either have and/or are continuing to be served in the above categories are:

1. The City of Albany	Albany County
2. The County of Nassau	Nassau County
3. The Town of Colonie	Albany County
4. The Town of Coeymans	Albany County
5. The Town of Guilderland	Albany County
6. The Town of New Scotland	Albany County
7. The Town of Newburgh	Orange County
8. The Town of East Greenbush	Rensselaer County
9. The Town of Haverstraw	Rockland County
10. The Town of Hadley (Article 19 Option)	Saratoga County
11. The City of Schenectady	Schenectady County
12. The Town of Huntington	Suffolk County
13. The City of Rye	Westchester County
14. The City of Mt. Vernon	Westchester County

In conjunction with the above consultative work, and my extensive experience with the ORPTS RPSV4, I have utilized various statistical packages including, but not limited to, Microsoft Excel® and IBM_SPSS®. These packages were employed in the creation of statistically valid and useful profiles for the above referenced municipality's assessment rolls and were used primarily to determine the statistical relationships between the subject and sales files of such municipalities, particularly with respect to residential properties.

DRAFT

Moreover, I have extensive knowledge of the ORPTS commercial/industrial property income based VFF (Valuation Factor File) program and have worked closely with the above referenced taxing jurisdictions on their VFFs. As a partial example, in the Town of Colonie's 2000 and 2001 projects and the City of Albany's 2003, 2007, 2016 and upcoming 2024 projects, I was instrumental in the preparation of the requisite VFFs, as well as the preparation of the VFF for the Town of Haverstraw's 2006 project, the City of Schenectady's 2009 project, the Town of East Greenbush's 2013 and 2018 projects, the Town of Guilderland's 2019 project and the Town of Coeymans' 2020 project

In addition, I have had extensive experience working with the above referenced municipal assessing jurisdictions in the review and defense of RPTL Article 7 and 7-a Tax Certioraris and SCAR hearings, both with respect to the review of such petitions, preparation of detailed analyses of the veracity of such petitions and active participation in settlement negotiations, court appearances, etc., all at the express direction of the clients.

With respect to review and analysis of the ORPTS pre-decisional conferences and tentative equalization rates, I have again worked with all the above referenced municipal assessing jurisdictions, and have had conferences with ORPTS at both the regional and executive levels and, moreover, have appeared and testified before the ORPTS Board with respect to both tentative equalization rates, segment rates, market trending analyses, etc.

As per your request for a scope of services proposal for a non-reassessment systematic review, this letter will serve to set forth the services to be performed as well as the fee for such services. Please be advised that I will be performing these services in my capacity as Real Property Tax Consultant.

REAL PROPERTY ASSESSMENT AND TAXATION CONSULTANT PROJECT OVERVIEW

This non-reappraisal systematic review has, as its goal, assessment equity both within and among the various property classes located in the Town. As such, the goal is to recalibrate the current taxable assessments in the Town, conforming to current and recent real estate market trends within the residential, commercial, industrial, and vacant property classes.

As property values have changed dramatically, and unequally, both within and among the property classes recently, it is important for assessing units to update their assessments in a fair and equitable manner, and also avoid the additional costs that full Town-wide reassessments require and also minimize the expected significant increase in grievance petitions in May 2026 and beyond.

The time frame for this project will commence on or around August 1st, 2025 and continue until the tentative assessment roll is released on or about May 1st, 2026. This will include all properties in the City; residential, commercial, vacant, etc.

DRAFT

In addition, if the Town determines that it wants to offer an "informal review" period to the property owners, whether Residential or Non-Residential, IUVC will be available through April of 2026 for any meetings and/or consultations with Town assessment staff. It is clearly understood that any potential informal meetings with property owners will be conducted by Town assessment staff. However, IUVC will be available, at the express request from the Town assessment staff, for any reviews of the materials presented by property owners at these meetings.

More specifically, IUVC shall perform the following services:

1. Analysis of the current assessment roll including discussions with the assessor to verify and clear up any data inconsistencies.

2. For all residential properties, a detailed statistical analysis of sales that have taken place from around or about July 1, 2022 through around or about June 30, 2025. This period was chosen as a review of the ORPTS Data Warehouse site indicated that there were sufficient sales, on a current yearly basis, (that is, reviewing the yearly sales that have occurred between 2022 and 2025) to surpass the generally accepted statistical threshold of 15% of total subjects to better ensure that the sales reflect the subjects.

3. Such sales will be reviewed and, where appropriate, their assessments updated in blocks of properties, with the following objective variables driving the grouping of the properties: Building Style, Building Exterior Wall, Age, School District, Building Size, Acreage, Neighborhood. For all vacant properties, a similar look at sales will drive percent changes to all vacant property in the Town, broken down by zoning and location.

4. For all commercial and industrial properties, in addition to any sales data that is available for support and bracketing, a review of the changes that have occurred with respect to the components of income and expense factors, inclusive of vacancy and credit loss percentages, will be done, with distinctions made to properties via the used as codes contained within the Property Class codes, as well as any other appropriate micro factors developed from these analyses, including but not limited to, property class and used as codes.

Proposed Time Frame:

1. Beginning on or about August 1st 2025, I plan on reviewing the sales of residential and vacant properties. Also, I would begin to accumulate data from various sources to bracket and group commercial and industrial properties with initial data.

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2. Once ORPTS provides the City with trending data via initial PDC notifications (likely later in December 2025 to January 2026), data can be transformed for the groups of properties. Please note that while I will attend and contribute to any meetings with ORPTS officials, I do not anticipate challenging any of the trend numbers given to the Town by ORPTS.

3. On or about February 1st, 2026, I will have initial numbers for residential and vacant properties, and plan on meeting with the Town Assessor to review the data and make changes accordingly.

4. Change notifications will be ready to be mailed by the end of March 2026, and the 2026 tentative assessment roll should be ready to go by the end of April 2026.

5. For commercial and industrial properties, data gathering will commence at the same time as for the residential properties. The proposed adjustments, by both property class and used as code, all of which will contain all pertinent mathematical inventory and valuation data, will be completed on or around February 1st, 2026. Reviews and consultations will continue thereafter, and change letters for commercial and industrial properties will be ready to be mailed by the beginning of March, 2026 with the tentative assessment roll ready to go by the end of April.

6. To the extent necessary, the City shall make available networked computers and space within the offices of the Town Department of Assessment in order for IUVC to produce the project data, analysis, and valuation estimate requirements. In addition, the staff of the City Department of Assessment will be reasonably available to provide assistance with respect to logistical and substantive requests by IUVC in the furtherance of the project requirements.

STATEMENT OF COMPLIANCE

It is my clear intention that my involvement in these matters will be conducted in accordance with (a) the relevant rules and regulations of ORPTS, and (b) strict adherence to existing NYS Case Law, as applicable.

DRAFT

PARTIAL LIST - CLIENTS AND REFERENCES

1. CITY OF ALBANY

   Trey Kingston, esq., Assessor, City Hall, Albany, N.Y. 518-434-5155

2. TOWN OF HAVERSTRAW

   Harley McNally, Assessor, Town Hall, Garnerville, N.Y. 845-429-2200

3. TOWN OF EAST GREENBUSH

   Susan McCarthy, Assessor, Town Hall, Rensselaer, N.Y. 518-477-9710

4. TOWN OF ROTTERDAM

   Brad Canning, Assessor, Town Hall, Rotterdam, N.Y. 518-355-7575

5. TOWN OF COEYMANS

   Dawn, DeRose, Assessor, Town Hall, Ravena, N.Y. 518-756-6006

PROJECT COST

In consideration of the terms and obligations of this PROPOSAL, the City-Wide Systematic Review for the 2026 Assessment Roll, IUVC agrees to provide such services for our preferred rate fee of four hundred sixty thousand dollars ($460,000.00), due and payable in ten (10) monthly installments in the amount of forty six thousand dollars ($46,000.00). The fee shall be payable as of August 1, 2025 through May 1, 2026, inclusive. This fee represents the price of thirty-five dollars per parcel (residential, vacant, commercial and industrial), consistent with the 2022 MuniPro data set forth on the ORPTS website.

Such fee includes any and all direct and indirect IUVC expenses but does not include the materials, production, mailing costs, and the Partial Taxpayer Disclosure Notices, the costs of which shall be borne by the Town.

DRAFT

NON-COLLUSIVE PROPOSAL CERTIFICATE PURSUANT TO NYS GENERAL MUNICIPAL LAW SECTION 103-D

I hereby certify, under penalty and perjury, that to the best of my knowledge and belief:

- The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

June 4, 2024 _____

Laurence P. Farbstein, President

Industrial & Utility Valuation Consultants, Inc.

DRAFT

RESOLUTION NO. 245.24

AUTHORIZE STIPULATION OF SETTLEMENT WITH HIGHBRIDGE DEVELOPMENT RT. 146, LLC

WHEREAS, the Town of Rotterdam has litigated a special proceeding pursuant to Real Property Tax Law §550 and §556 to review the units assessed to 2696 Hamburg Street for Sewer District 7 for the tax status date of March 1, 2015 and forward; and

WHEREAS, subject to Town Board approval, it is hereby stipulated and agreed by and between the Attorney for the Petitioner and the Attorneys for each Respondent that the RPTL §550 and §556 special proceedings now pending are settled by the parties, and the Sewer District 7 Units assessed against the Petitioner's Property will be based on actual use of water for future Tax Years; and

WHEREAS, for the tax years up to and including 2024, the real property taxes paid by the Petitioner to the Town of Rotterdam, the County of Schenectady, and any Special Districts for which taxes are paid based on the Sewer District 7 units for the property will be paid as a refund to the Petitioner by the Town of Rotterdam and any Special Districts, if applicable. The refund is agreed by the parties to be in the amount of $25,584.67.

WHEREAS, it is deemed in the Town's best interest to settle the case for the above stated amount; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes Roemer Wallens Gold & Mineaux, LLP, Attorney for the respondent, to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter of Highbridge Development Rt. 146, LLC v. the Assessor of the Town of Rotterdam, and the County of Schenectady, et al., Index Number 2019-2740, for a refund in the amount of twenty-five thousand five hundred eighty-four and 67/100 ($25,584/67) dollars, paid by the Town of Rotterdam.

SECTION 2. This resolution shall become effective June 12, 2024

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 4, 2024

TO: Town Board

FROM: Courtney Heinel, Town Attorney

TITLE OF LEGISLATIVE REQUEST: 2696 Hamburg Street, RPTL §550 and §556

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

Background Information: Applicants had filed an RPTL §550 and §556 action for the property located at 2696 Hamburg Street for the tax status date of March 1, 2015 and forward.

Evaluation/Analysis: Offers to settle have been submitted by petitioner. Discussions between the Town and Counsel support offer based on unit assessment review.

Recommendation(s): Approval.

Attachment/Document(s): Offer of Settlement from petitioner.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Town Attorney

DRAFT

STATE OF NEW YORK
SUPREME COURT COUNTY OF SCHENECTADY

IN THE MATTER OF THE APPLICATION OF
HIGHBRIDGE DEVELOPMENT RT. 146, LLC,

Petitioner,

-against-

THE ASSESSOR OF THE TOWN OF ROTTERDAM, NEW YORK and
THE COUNTY OF SCHENECTADY, NEW YORK,

Respondents,

For a Review of the Town Tax bills under section 550 and 556 of the Real Property Tax Law for Tax map No. 59.15-1-1.11 & .21

STIPULATION OF SETTLEMENT
AND ORDER
Index No.: 2019-2740
RJI: 46-1-2019-1296
Hon. Thomas D. Buchanan

IT IS HEREBY STIPULATED and AGREED by and between the Law Offices of John R. Seebold, PLLC (John R. Seebold, Esq. of counsel) as the Attorney for the Petitioner, Highbridge Development Rt. 146, LLC; and Roemer Wallens Gold & Mineaux, LLP (Courtney E. Heinel, Esq., of counsel) as the Attorney for the Respondent, The Assessor of the Town of Rotterdam, New York; and Frank S. Salamone, Esq. as the Attorney for the Respondent, The County of Schenectady, New York, to the following terms and conditions:

1. At all relevant times herein, the Petitioner was the Owner of properties described on the Town of Rotterdam, New York assessment rolls as Tax Map No. 59.15-1-1.11 and commonly known as 2696 Hamburg Street; and Tax Map No. 59.15-1-1.21 and more commonly known as 2694 Hamburg Street. The Petitioner sold Tax Map No. 59.15-1-1.21 to the Respondent, The County of Schenectady, New York, on June 16, 2021.

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2. The Petitioner duly commenced a special proceeding pursuant to Real Property Tax Law §550 and §556 to review the Units assessed to 2696 Hamburg Street for Sewer District 7 for the Tax Status Date of March 1, 2015 and forward.

3. After review and discussion, it is hereby stipulated and agreed by and between the Attorney for the Petitioner and the Attorneys for each Respondent that the RPTL §550 and §556 special proceedings now pending are settled by the parties, and the Sewer District 7 Units assessed against the Petitioner's Property will be based on actual use of water for future Tax Years.

4. For the Tax Years up to and including 2024, the real property taxes paid by the Petitioner to the Town of Rotterdam, the County of Schenectady, and any Special Districts for which taxes are paid based on the Sewer District 7 Units for the Property will be paid as a refund to the Petitioner by the Town of Rotterdam and any Special Districts, if applicable. The refund is agreed by the parties to be in the amount of $25,584.67. No monetary amount will be paid by the Respondent County of Schenectady.

5. The refund amount payable to Highbridge Development Rt. 146, LLC, shall be sent to the Attorney for the Petitioner within 30 days of the service of this Stipulation and Order with Notice of Entry. If said payment is not received within the 30-day payment period, the Petitioner shall be entitled to interest pursuant to Real Property Tax Law §726.

6. The terms and conditions of Real Property Tax Law §727 are not incorporated by reference into this Stipulation.

7. Upon execution of this Order by the Court, and the compliance with the refund terms of this agreement, Petitioner agrees to discontinue all open proceedings brought by the Petitioner, without costs.

Dated: May _____ 2024

Petitioner- Highbridge Development Rt. 146, LLC

_____

By: John R. Seebold, Esq., Attorney for Petitioner

Dated: May _____ 2024

DRAFT

Respondent- The Town of Rotterdam, New York

_____

By: Courtney E. Heinel, Esq., Attorney for Respondent

Dated: May _____ 2024

Respondent- The County of Schenectady, New York

_____

By: Frank S. Salamone, Esq., Attorney for Respondent

PRESENT: HON. THOMAS D. BUCHANAN, J.S.C.

BE IT SO ORDERED, ADJUDGED AND DECREED

Dated at Schenectady, New York this _____ day of May, 2024

_____

Hon. Thomas D. Buchanan, J.S.C.

Enter:

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RESOLUTION NO. 246.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 774 AND 778 DUANESBURG ROAD AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction of a ±22,000 square foot retail business on the property known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1); 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 recognizes the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction a ±22,000 square foot retail business on the property known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1).

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 3, 2024

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner PC

TITLE OF REQUEST: Refer to Planning Commission for Report and Recommendation for Change of Zone from Agricultural (A-1) to General Business (B-2).

TOWN BOARD MEETING: June 12, 2024

Background Information: Adam Sellner – Primax Properties, LLC (Contract Vendee)
1100 East Morehead Street
Charlotte, NC 28204

Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction a ±22,000 square foot retail business. Property is known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1)

Evaluation/Analysis: Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.

Recommendation(s): Refer to Planning Commission for Report and Recommendation.

Attachment/Document(s): Application Materials

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

PART I

PROCEDURES TO APPLY FOR A CHANGE OF ZONE (COZ)

ALL APPLICATIONS SHALL BE SINGLE SIDED AND COLLATED

PROVIDE AN ELECTRONIC COPY OF ALL APPLICATION MATERIALS TO PETER COMENZO AT PCOMENZO@ROTTERDAMNY.ORG

1) The applicant must complete the following and present **twenty-two (22) complete sets** to the Public Works Department* along with an electronic set. The change of zone (COZ) process will take an average of 90 days to complete.
    a. A completed COZ application (Part II and III). A completed list of names and addresses of all property owners within three hundred (300) feet of the exterior boundaries of the subject property proposed for the change of zone will be completed by the Department of Public Works (DPW).
    b. A complete site plan and/or subdivision plan of proposed project.
    c. A copy of the current deed(s) of the property to be rezoned.
    d. A complete legal description of the exterior boundaries of the property proposed to be rezoned (this is needed for the legal notice and is in addition to any legal description(s) on the deed).
    e. A vicinity map depicting the location of the property and identifying at a minimum the nearest cross streets.
    f. A completed Environmental Assessment Form as provided in 6NYCRR PART 617.
2) The Town Board makes a decision whether or not to consider the application. If the Town Board makes a decision to consider the application, it will forward the application for recommendation to the Planning Commission. If the Town Board elects not to consider the application, the processing of the application does not continue.
3) The application materials will be transmitted to the Planning Commission for review and comment if the Town Board elects to forward the application. The applicant may address comments received on the proposal and make revisions to the application as warranted.
4) The COZ application and Planning Commission recommendation are forwarded to the Town Board for review. The Town Supervisor will place the COZ request on a Town Board agenda to call for a public hearing. If the Town Board elects to not call for a public hearing the process is considered complete and the legislative request will not proceed.
5) If the Town Board calls for a public hearing, the DPW office notifies all property owners within three hundred (300) feet of the exterior boundaries of the subject property of the proposed COZ request with the public hearing date.
6) Public Hearing - The Town Board conducts a public hearing on the COZ request and may make a decision to approve or deny the application or make a decision at the next Town Board meeting.
7) A check with applicable fee(s) made payable to “Town of Rotterdam” and submitted with the completed Change of Zone application. This fee is non-refundable

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****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: A-1 Agricultural Zone

Proposed Zone Classification: B-2 General Business Zone

PART II
GENERAL INFORMATION

Legal Owner's Name: Bernice V. & Earl B. Avery
Mailing Address: 774 Duanesburg Road
City: Rotterdam State: NY Zip: 12306
Daytime Phone: _____ E-mail: _____

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Adam Sellner - Primax Properties, LLC

Mailing Address: 1100 East Morehead St
City: Charlotte State: NC Zip: 28204
Daytime Phone: 704-954-7224 E-mail: asellner@primaxproperties.com
Project/Proposal Site Area: (Acres or sq. ft.) 14.02 acres
Assessor Tax Parcel No.(s) of Site: 57-3-6.1 & 57.7-1-14
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

Street Address of Proposed Site (if any): 774-778 Duanesburg Road, Rotterdam, NY

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Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Lot 57-3-6.1 is vacant containing one existing vacant dwelling;
while Lot 57.7-1-14 contains a single family home

School District: Schalmont

Fire District: FD600 - Fire District 6

Water Supply: CW500 Water District 5

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

The site is located approximately ±2,660 feet east from the Becker Road and Duanesburg Road intersection, and ±800 feet west of where Duanesburg Road crosses over I-90

Name of Public Road(s) Providing Access: Duanesburg Road (NYS Route 7)

Width of Property Fronting on the Existing Public Road in Linear Feet: 381 ft

Does the Proposal Have Access to an Arterial or Planned Arterial? (X) Yes ( ) No

Name(s) of Arterial Road(s): Duanesburg Road

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)

The subject parcel is adjacent to the existing B-2 General Business zone and would be a continuation of that zone to fit in. This parcel is within the New York State Route 7 Gateway, and a change of zone would help support the development in line with the goals of the comprehensive plan.

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:
( ) Public Sewer ( ) Dry Sewer ( ) Community System (X) 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: 5/16/24
Address: 323 CLINTON ST Phone: 518 346 1595
SCHENECTADY NY 12305 Zip: 12305

Signed: _____ Date: 05/17/24
Address: 17 Computer Drive West Phone: 518-438-9900
Albany, NY 12205 Zip: 12205

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

STATE OF NEW YORK VINCENT P. ADDFIELD 049897 LICENSED LAND SURVEYOR

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THE EDUCATION LAW OF THE STATE OF NEW YORK PROHIBITS ANY PERSON ALTERING ANYTHING ON THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS, UNLESS IT IS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, WHERE SUCH ALTERATIONS HAS BEEN MADE, THE PROFESSIONAL ENGINEER MUST SIGN, SEAL, DATE AND DESCRIBE THE FULL EXTENT OF THE ALTERATION ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS. (NYS EDUCATION LAW SECTION 7209-2)

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND DEVELOPMENT
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SURVEYING SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	ISSUED BY

811 Know what's below. Call before you dig.

FOR CONCEPT PURPOSES ONLY

PROJECT No.:	NY534818.00.GA
DRAWN BY:	NCH
CHECKED BY:	CVM
DATE:	05/17/2024
CAD I.D.:	P:\DPTA-CNPT

PROJECT:

SITE DEVELOPMENT PLANS

FOR

PRIMAX PROPERTIES, LLC

PROPOSED DEVELOPMENT

TAX ID: 57-3-5.1 & 57.7-1-14
774-778 NYS ROUTE 7
(DUANESBURG ROAD)
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

BOHLER
17 COMPUTER DRIVE WEST
ALBANY, NY 12205
Phone: (518) 438-9900
Fax: (518) 438-9914
www.BohlerEngineering.com

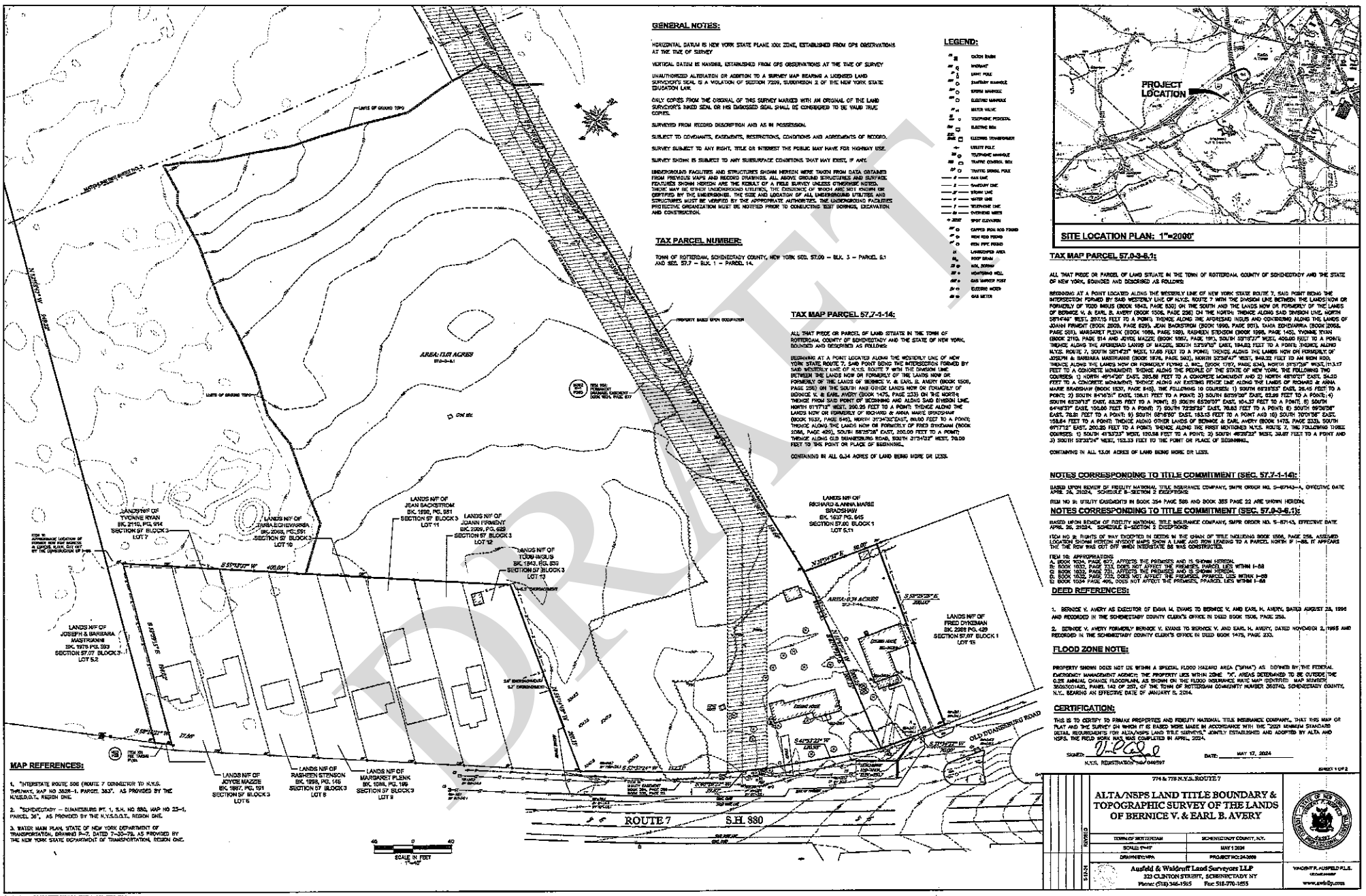
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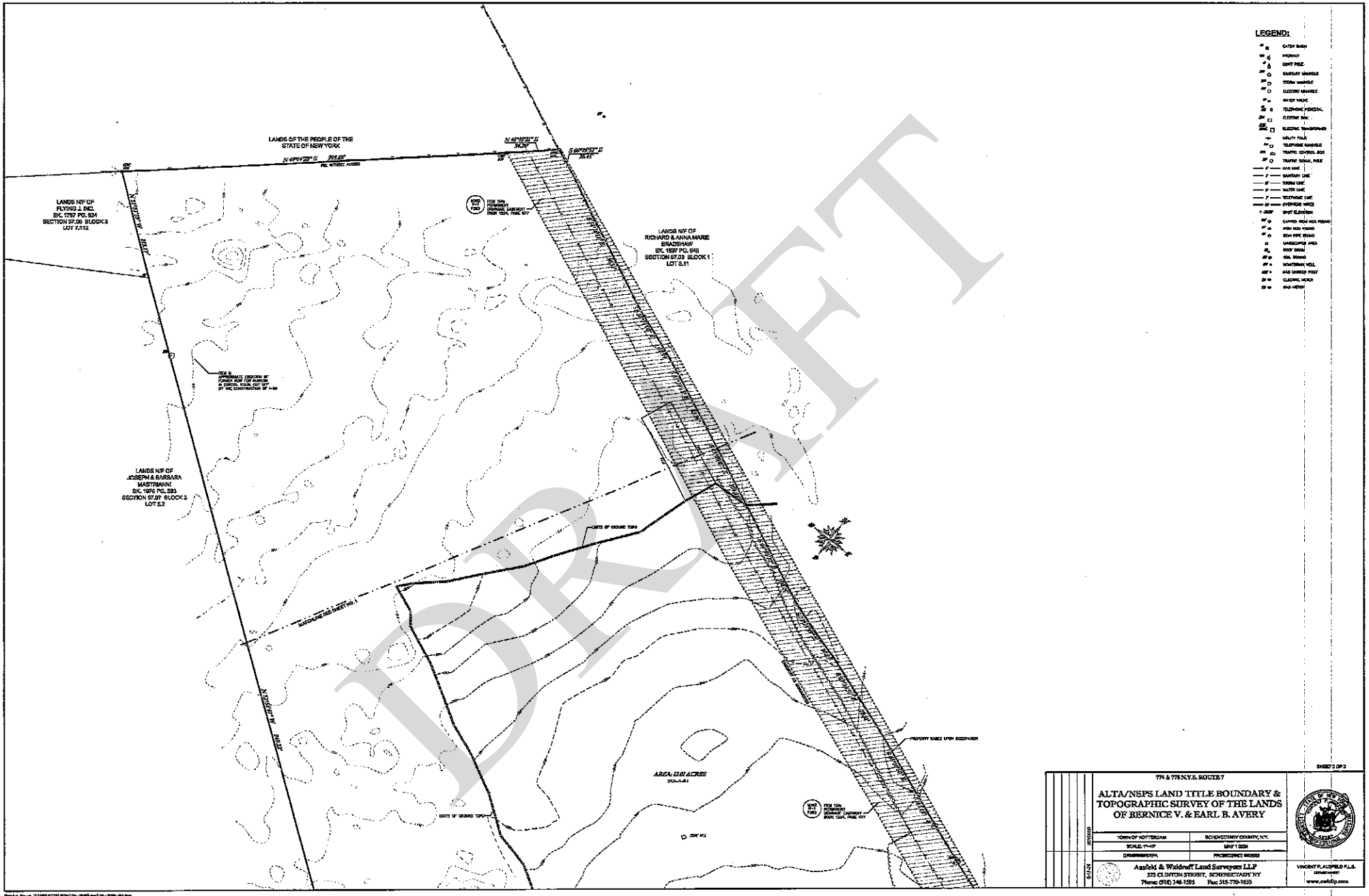
CONCEPT PLAN

SHEET NUMBER:

C-001

ORG. DATE - 05/17/2024


PROJECT LOCATION
SITE LOCATION PLAN: 1"=2000'
GENERAL NOTES:
HORIZONTAL DATUM IS NEW YORK STATE PLANE XXX ZONE, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY
VERTICAL DATUM IS NAVD88, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY
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.
ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
SURVEYED FROM RECORD DESCRIPTION AND AS IN POSSESSION.
SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.
SURVEY SUBJECT TO ANY RIGHT, TITLE OR INTEREST THE PUBLIC MAY HAVE FOR HIGHWAY USE.
SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS THAT MAY EXIST, IF ANY.
UNDERGROUND FACILITIES AND STRUCTURES SHOWN HEREON WERE TAKEN FROM DATA OBTAINED FROM PREVIOUS MAPS AND RECORD DRAWINGS. ALL ABOVE GROUND STRUCTURES AND SURFACE FEATURES SHOWN HEREON ARE THE RESULT OF A FIELD SURVEY UNLESS OTHERWISE NOTED. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN OR CERTIFIED BY THE UNDERSIGNED. THE SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. THE UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION AND CONSTRUCTION.
LEGEND:
TAX PARCEL NUMBER:
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK SEC. 57.00 – BLK. 3 – PARCEL 5.1 AND SEC. 57.7 – BLK. 1 – PARCEL 14.
TAX MAP PARCEL 57.7-1-14:
ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED ALONG THE WESTERLY LINE OF NEW YORK STATE ROUTE 7, SAID POINT BEING THE INTERSECTION FORMED BY SAID WESTERLY LINE OF N.Y.S. ROUTE 7 WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF THE LANDS OF BERNICE V. & EARL B. AVERY (BOOK 1506, PAGE 236) ON THE SOUTH AND THE LANDS NOW OR FORMERLY OF RICHARD & ANNA MARIE BRADSHAW (BOOK 1637, PAGE 645) ON THE NORTH; THENCE ALONG SAID DIVISION LINE, NORTH 58°14'46" WEST, 207.15 FEET TO A POINT; THENCE ALONG THE APPRESAID LANDS AND CONTINUING ALONG THE LANDS OF JOANN FRIMENT (BOOK 2009, PAGE 629), JEAN BACKSTROM (BOOK 1990, PAGE 551), TANIA ECHEVARRIA (BOOK 2068, PAGE 591), MARGARET PLENK (BOOK 1988, PAGE 196), RASHEEN STENSON (BOOK 1999, PAGE 146), YVONNE RYAN (BOOK 2110, PAGE 914 AND JOYCE MAZZIE (BOOK 1957, PAGE 191), SOUTH 32°15'27" WEST, 409.60 FEET TO A POINT; THENCE ALONG THE APPRESAID LANDS OF MAZZIE, SOUTH 57°39'52" EAST, 194.82 FEET TO A POINT; THENCE ALONG N.Y.S. ROUTE 7, SOUTH 32°14'29" WEST, 17.68 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF JOSEPH & BARBARA MASTRIANNI (BOOK 1978, PAGE 503), NORTH 57°39'47" WEST, 849.22 FEET TO AN IRON ROD; THENCE ALONG THE LANDS NOW OR FORMERLY FLYING J. INC., (BOOK 1787, PAGE 634), NORTH 57°57'58" WEST, 113.17 FEET TO A CONCRETE MONUMENT ON THE EASTERLY LINE OF THE PEOPLE OF THE STATE OF NEW YORK; THE FOLLOWING (9) COURSES: 1) NORTH 49°14'20" EAST, 393.88 FEET TO A CONCRETE MONUMENT AND 2) NORTH 48°10'21" EAST, 54.20 FEET TO A CONCRETE MONUMENT; THENCE ALONG AT EXISTING FENCE LINE ALONG THE LANDS OF RICHARD & ANNA MARIE BRADSHAW (BOOK 1637, PAGE 645), THE FOLLOWING 10 COURSES: 1) SOUTH 68°28'55" EAST, 26.45 FEET TO A POINT; 2) SOUTH 84°16'51" EAST, 158.11 FEET TO A POINT; 3) SOUTH 88°29'00" EAST, 82.86 FEET TO A POINT; 4) SOUTH 85°39'13" EAST, 83.26 FEET TO A POINT; 5) SOUTH 85°40'07" EAST, 10.43' FEET TO A POINT; 6) SOUTH 84°48'37" EAST, 100.00 FEET TO A POINT; 7) SOUTH 72°25'29" EAST, 78.83 FEET TO A POINT; 8) SOUTH 89°36'56" EAST, 78.81 FEET TO A POINT; 9) SOUTH 88°8'50" EAST, 153.15 FEET TO A POINT AND 10) SOUTH 70°01'36" EAST, 158.64 FEET TO A POINT; THENCE ALONG OTHER LANDS OF BERNICE & EARL AVERY (BOOK 1475, PAGE 233), SOUTH 69°17'12" EAST, 200.25 FEET TO A POINT; THENCE ALONG THE FIRST MENTIONED N.Y.S. ROUTE 7, THE FOLLOWING THREE COURSES: 1) SOUTH 41°53'23" WEST, 120.58 FEET TO A POINT; 2) SOUTH 46°28'22" WEST, 39.87 FEET TO A POINT AND 3) SOUTH 32°32'24" WEST, 153.33 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING IN ALL 0.34 ACRES OF LAND BEING MORE OR LESS.
TAX MAP PARCEL 57.7-1-6.1:
ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED ALONG THE WESTERLY LINE OF NEW YORK STATE ROUTE 7, SAID POINT BEING THE INTERSECTION FORMED BY SAID WESTERLY LINE OF N.Y.S. ROUTE 7 WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF THE LANDS OF BERNICE V. & EARL B. AVERY (BOOK 1506, PAGE 236) ON THE SOUTH AND OTHER LANDS NOW OR FORMERLY OF BERNICE V. & EARL AVERY (BOOK 1475, PAGE 233) ON THE NORTH; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID DIVISION LINE, NORTH 01°17'12" WEST, 200.25 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF RICHARD & ANNA MARIE BRADSHAW (BOOK 1637, PAGE 645), NORTH 31°40'32"EAST, 99.90 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF FRED DYKEMAN (BOOK 2068, PAGE 429), SOUTH 58°25'28" EAST, 200.00 FEET TO A POINT; THENCE ALONG OLD DUANESBURG ROAD, SOUTH 31°34'32" WEST, 70.00 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING IN ALL 0.34 ACRES OF LAND BEING MORE OR LESS.
NOTES CORRESPONDING TO TITLE COMMITMENT (SEC. 57.7-1-14):
BASED UPON REVIEW OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, SMPR ORDER NO. S-87143-A, EFFECTIVE DATE APRIL 26, 21024. SCHEDULE B-SECTION 2 EXCEPTIONS:
ITEM NO 9: UTILITY EASEMENTS IN BOOK 354 PAGE 586 AND BOOK 355 PAGE 22 ARE SHOWN HEREON.
NOTES CORRESPONDING TO TITLE COMMITMENT (SEC. 57.0-3-6.1):
BASED UPON REVIEW OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, SMPR ORDER NO. S-87143, EFFECTIVE DATE APRIL 26, 21024. SCHEDULE B-SECTION 2 EXCEPTIONS:
ITEM NO 8: RIGHTS OF WAY EXCEPTED IN DEEDS IN THE CHAIN OF TITLE INCLUDING BOOK 1506, PAGE 236, ASSUMED LOCATION SHOWN HEREON. AYSCOUT MAPS SHOW A LANE AND ROW LEADING TO A PARCEL NORTH OF I-88, IF APPLIES THE ROW WAS CUT OFF WHEN INTERSTATE 88 WAS CONSTRUCTED.
ITEM 10: APPROPRIATIONS
A: BOOK 1034, PAGE 609, AFFECTS THE PREMISES AND IS SHOWN HEREON.
B: BOOK 1830, PAGE 733, DOES NOT AFFECT THE PREMISES, PARCEL LIES WITHIN I-88
C: BOOK 1832, PAGE 731, AFFECTS THE PREMISES AND IS SHOWN HEREON.
D: BOOK 1832, PAGE 733, DOES NOT AFFECT THE PREMISES, PARCEL LIES WITHIN I-88
E: BOOK 1034 PAGE 609, DOES NOT AFFECT THE PREMISES, PARCEL LIES WITHIN I-88
DEED REFERENCES:
1. BERNICE V. AVERY AS EXECUTOR OF EMMA M. EVANS TO BERNICE V. AND EARL H. AVERY, DATED AUGUST 28, 1996 AND RECORDED IN THE SCHENECTADY COUNTY CLERK'S OFFICE IN DEED BOOK 1506, PAGE 236.
2. BERNICE V. AVERY FORMERLY BERNICE V. EVANS TO BERNICE V. AND EARL H. AVERY, DATED NOVEMBER 2, 1995 AND RECORDED IN THE SCHENECTADY COUNTY CLERK'S OFFICE IN DEED BOOK 1475, PAGE 233.
FLOOD ZONE NOTE:
PROPERTY SHOWN DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP IDENTIFIED MAP NUMBER 36093C0140D, PANEL 140 OF 202, OF THE TOWN OF ROTTERDAM COMMUNITY NUMBER 360740, SCHENECTADY COUNTY, N.Y., BEARING AN EFFECTIVE DATE OF JANUARY 5, 2014.
CERTIFICATION:
THIS IS TO CERTIFY TO FRMAX PROPERTIES AND FIDELITY NATIONAL TITLE INSURANCE COMPANY... THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS WAS COMPLETED IN APRIL, 2024.
SIGNED: _____ DATE: MAY 17, 2024
N.Y.S. REGISTRATION NO. 049597
MAP REFERENCES:
1. "INTERSTATE ROUTE 500 (ROUTE 7 CONNECTOR TO N.Y.S. THRUWAY), MAP NO 3625-1, PARCEL 363". AS PROVIDED BY THE N.Y.S.D.O.T., REGION ONE.
2. "SCHENECTADY – DUANESBURG PT. 1, S.H. NO 880, MAP NO 23-1, PARCEL 36". AS PROVIDED BY THE N.Y.S.D.O.T., REGION ONE.
3. WATER MAIN PLAN, STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION, DRAWING P-7, DATED 7-30-79, AS PROVIDED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, REGION ONE.
ROUTE 7
S.H. 880
OLD DUANESBURG ROAD
SCALE IN FEET
774 & 778 N.Y.S. ROUTE 7
ALTA/NSPS LAND TITLE BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF BERNICE V. & EARL B. AVERY
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, N.Y.
SCALE: 1"=40'
MAY 1 2024
DRAWN BY: MPA
PROJECT NO: 24-3888
Ausfeld & Waldroff Land Surveyors LLP
322 CLINTON STREET, SCHENECTADY NY
Phone: (518) 346-1505 Fax: 518-370-1655
VINCENT P. AUSFELD P.L.S.
www.awlslp.com
SURVEY
SURVEY 1 OF 2
DRAFT


LANDS OF THE PEOPLE OF THE STATE OF NEW YORK
LANDS N/F OF FLYING J INC. BK. 1792 PG. 924 SECTION 57.09 BLOCK 3 LOT 7.112
LANDS N/F OF RICHARD & ANNA MARIE BRADSHAW BK. 1697 PG. 646 SECTION 57.09 BLOCK 1 LOT 5.11
LANDS N/F OF JOSEPH & BARBARA MASITRANNI BK. 1976 PG. 593 SECTION 57.07 BLOCK 3 LOT 5.2
N 49°14'29" E 294.68'
N 49°14'29" E 30.00'
S 60°26'52" E 30.00'
N 25°55'14" W 1062.37'
AREA: 13.01 ACRES
LIMITS OF GROUND TOPO
PROPERTY SHED UPON DESCRIPTION
LEGEND:
774 & 778 N.Y.S. ROUTE 7
ALTA/NSPS LAND TITLE BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF BERNICE V. & EARL B. AVERY
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, N.Y.
SCALE: 1"=40'
MAY 1 2024
Axelrod & Waldruff Land Surveyors LLP
373 CLINTON STREET, SCHENECTADY NY
Phone: (518) 346-1395 Fax: 518-770-1630
VINCENT P. AUSFELD P.L.S.
SHEET 2 OF 2
DRAFT



774-778 DUANESBURG ROAD (NYS ROUTE 7)
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

PREPARED BY
BOHLER
17 COMPUTER DRIVE WEST
ALBANY, NY 12205
Phone: (518) 438-9900
Fax: (518) 438-0900
www.bohlerengineering.com

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
Proposed Change of Zone & Retail Store

Project Location (describe, and attach a location map):
774-778 Duanesburg Road, Town of Rotterdam, Schenectady County, NY

Brief Description of Proposed Action:
The site is currently zoned as A-1 Agricultural zone, and a change of zone to B-2 General Business Zone is proposed. The proposed development consists of a retail building of approximately 22,000 SF±. Associated car parking, landscaping, lighting, utilities, stormwater management facilities, and other site appurtenances are also proposed.

Name of Applicant or Sponsor:	Telephone: 518-438-9900
Primax Properties, LLC c/o Bohler Engineering and Landscape Architecture NY, PLLC	E-Mail: cmlodzianowski@bohlereng.com

Address:
17 Computer Drive West

City/PO:	State:	Zip Code:
Albany	NY	12205

	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: Town Planning Board, Town Board, Building Dept, NYSDOT, Town Water & Sewer, NYSDEC, Schenectady County Environmental Health	☐	☑

3. a. Total acreage of the site of the proposed action? 14.02 acres
   b. Total acreage to be physically disturbed? ±5.00 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 14.02 acres

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: septic system	☑	☐

	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: On-site stormwater management area and storm drains along the road		
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: retention pond		
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: Caryn Mlodzianowski Date: 05/17/2024

Signature: _____ Title: Project Manager

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PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

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RESOLUTION NO. 247.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM GENERAL BUSINESS (B-2) TO MULTI-FAMILY RESIDENTIAL (R-3) LOCATED AT 1725 TOWER STREET AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Avenue (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot; 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 recognizes the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 3, 2024

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner PC

TITLE OF REQUEST: Refer to Planning Commission for Report and Recommendation for Change of Zone from General Business (B-2) to Multi-Family Residential (R-3).

TOWN BOARD MEETING: June 12, 2024

Background Information:

Carman Petti & Frank Audino (Owners)
c/o ABD Engineers – Luigi Palleschi
411 Union Street
Schenectady, NY 12305

Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments. The property is known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

Evaluation/Analysis: Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.

Recommendation(s): Refer to Planning Commission for Report and Recommendation.

Attachment/Document(s): Application Materials

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: B-2

Proposed Zone Classification: R-3

PART II
GENERAL INFORMATION

Legal Owner's Name: Carmine Petti and Frank Audino
Mailing Address: 524 Russel Road
City: Albany State: NY Zip: 12203
Daytime Phone: _____ E-mail: _____

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP

Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: luigi@abdeng.com
Project/Proposal Site Area: (Acres or sq. ft.) 6,816 SF
Assessor Tax Parcel No.(s) of Site: 59.09-7-6.2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 22, 500 SF, 59.9-7-4.1

Street Address of Proposed Site (if any): 1725 Tower Street

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Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
The existing site is a mixed use commercial/residential building.

School District: Mohanasen Fire District: 2

Water Supply: Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
The site is 170 feet down Tower Street from the intersection of Tower Street and Altamont Avenue.

Name of Public Road(s) Providing Access: Tower Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 71 feet

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (✓) 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? N/A

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What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The parcel is located on a side street that is zoned residential and not suited for heavy commercial traffic.

The site is also near condominiums and multifamily projects. The site has off stree parking and access to water, sewer, gas and other utilities.

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 ✓. 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 (✓) Public System ( ) Private Community System
( ) Other, please describe _____

Proposed Means of Sewage Disposal:
(✓) 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: July 25, 2023
Address: 411 Union Street, Schenectady, NY 12305 Phone: 518-377-0315
Zip: 12305



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: Carmine Petti and Frank Audino
Address: 524 Russel Road, Albany, NY

Date: July 25, 2023
Phone:
Zip: 12203

Signature of applicant or representative

7-26-23
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner, Colonie NY 12205
My appointment expires: 10/1/2024

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 2024

PLEASE AFFIX NOTARY SEAL HERE

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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER INVOLVED

I, Carmine Petti and Frank Audino, being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed Change of Zone application request before the Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 59.09-7-6.2

I hereby grant Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): [signature]

Date: 7-26-23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL

[signature]
Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner Rd, Colonie NY 12205
My appointment expires: 10/1/24

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 20 24

DRAFT

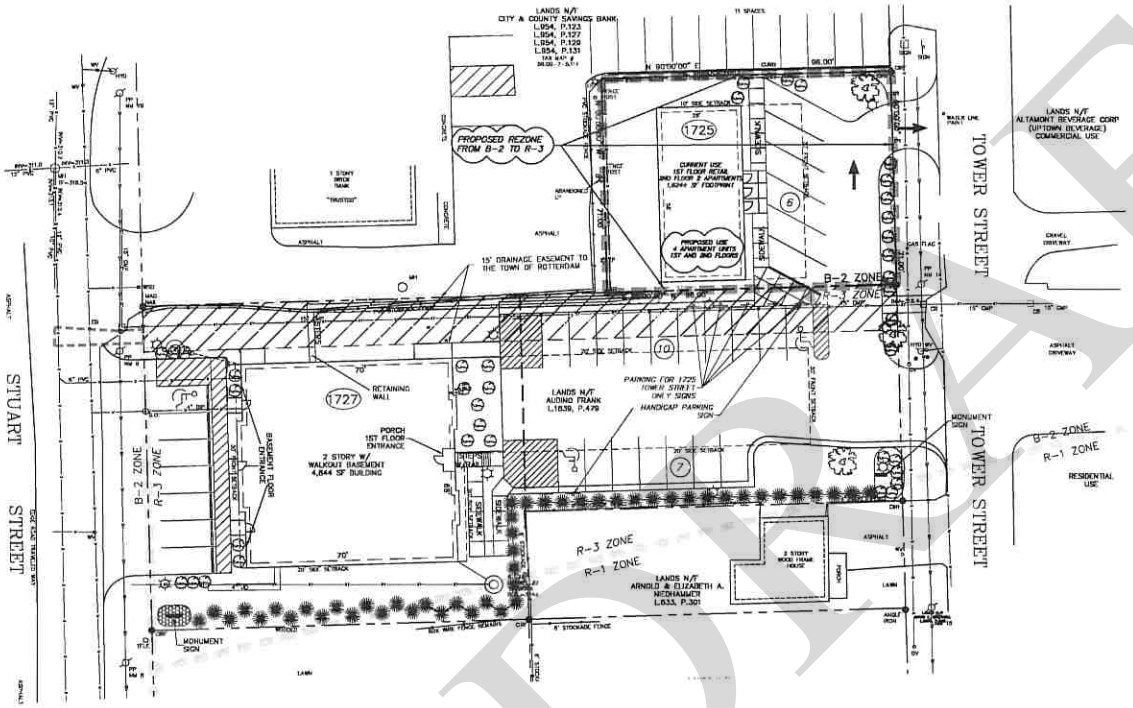
DESCRIPTION OF LAND

PROPOSED ZONE CHANGE

BEGINNING at a point in the westerly road boundary of Tower Street at its intersection with the division line between Lands N/F of Home and City Savings Bank as described in Liber 954 of Deeds at Page 123 on the north and Lands N/F of Frank Audino and Carmine Petti as described in Liber 2073 of Deeds at Page 19 on the south; thence along said westerly road boundary of Tower Street South 00° 00' 00" East, 71.00 Feet to a point at its intersection with the division line between the aforementioned Lands of Audino and Petti on the north and other Lands N/F of Frank Audino and Carmine Petti on the south; thence along said division line South 90° 00' 00" West, 96.00 Feet to a point in the aforementioned division line between Lands of Home and City Savings Bank and Audino; thence along said division line the following two (2) courses and distances:

1. North 00° 00' 00" West, 71.00 Feet to a point; thence
2. South 90° 00' 00' East, 96.00 Feet to the point and place of beginning and containing 0.16 acres of land more or less.

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MAP REFERENCE:

1. "MAP OF LOTS BELONGING TO MARTIN HAM, HAM CORNERS", PREPARED BY WILLIAM GIFFORD, DATED JULY 1, 1903, AND FILED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN CABINET A, AS MAP 68-59.
2. "1101 TOWER STREET, SURVEY MAP OF THE LANDS OF FULLER STATION ROAD ASSOC., LLC", PREPARED BY AUSFELD & WALDRUFF LAND SURVEYORS LLP, DATED JUNE 12, 2012.
3. "SITE PLANS, TOWER STREET APARTMENTS" PREPARED BY ADD ENGINEERS & SURVEYORS, DATED FEBRUARY 13, 2013 AND LAST REVISED JULY 8, 2013.



SITE LOCATION

NOTES:

1. BASE MAPPING PREPARED BY ADD ENGINEERS AND SURVEYORS FROM A JULY 2012 FIELD SURVEY AND UPDATED JULY 2014.
2. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE-GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA. EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPE LINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXCAVATING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL U.F.P.O. 1-800-962-7962.
3. ALL LIGHTING SHALL BE SHIELDED AND/OR PLACED IN SUCH A MANNER AS TO PREVENT OFF-SITE ILLUMINATION.
4. DEVELOPMENT MUST MEET ALL NYS BUILDING AND FIRE CODES.
5. SITE IS ZONED B-2 GENERAL BUSINESS. PROPOSED REZONE TO R-3.
6. SNOWFALL ACCUMULATIONS IN EXCESS OF FOUR (4) INCHES SHALL BE REMOVED FROM ALL PARKING AREAS/WALKWAYS WITHIN 48 HOURS.
7. A KNOX BOX SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. TYPE AND LOCATION SHALL BE COORDINATED WITH FIRE DISTRICT #2.
8. LANDSCAPED AREAS FRONTING ON TOWER STREET SHALL CONTAIN A SPRINKLER SYSTEM.
9. LANDSCAPING SHALL BE MAINTAINED IN PERPETUITY AND DEAD/DYING PLANT MATERIALS SHALL BE REPLACED IN KIND.
10. RECIPROCAL PARKING EASEMENT AGREEMENT BETWEEN 1725 TOWER STREET AND 1727 TOWER STREET.
11. NO SITE IMPROVEMENTS NEEDED. WATER AND SEWER CONNECTION ARE EXISTING

COVERAGE STATISTICS	PROPOSED	
BUILDINGS: 45% MAX.	1,624 SF	23.8%
PAVEMENT:	2,308 SF	33.8%
GREEN SPACE:	2,884 SF	42.3%
TOTAL	6,816 SF (0.16 ACRES)	100%

SITE DATA

	EXISTING	PROPOSED	PROVIDED
ZONING:	B2	R3	
AREA:	15,000 SF MIN.	20,000 SF MIN. +3,000 SF / BR. OVER 4	6,816 SF (0.16 ACRES)##
LOT WIDTH:	100 FT.	100 FT.	21.00'#
SETBACKS:			
FRONT:	30 FT.	30 FT.	50.0'
SIDE:	10 FT.	20 FT.	10.0' & 3.0' #
REAR:	25 FT.	25 FT.	18.0'#
HEIGHT: MAX:	3 STORIES (40') MAX.	3 STORIES (40') MAX.	2 STORIES
PARKING:	1.5 PER APARTMENT UNIT: 2 UNITS X 1.5 = 3 SPACES	1.5 PER APARTMENT UNIT: 4 UNITS X 1.5 = 6 SPACES	
	5 PER 1,000 SF RETAIL: 1,624 SF / 1,000 = ~ 1.6 X 5 = 8 SPACES		6 SPACES PROVIDED ONSITE
	11 SPACES REQUIRED	6 SPACES REQUIRED	5 SPACES PROVIDED OFFSITE #
			11 SPACES PROVIDED #

VARIANCES FOR LOT AREA, SIDE YARD WIDTH, REAR YARD DEPTH AND PARKING WERE APPROVED BY THE ROTTERDAM ZONING BOARD OF APPEALS ON DECEMBER 12, 2014.

REQUIRED VARIANCE FOR 2 ADDITIONAL BEDROOMS

OWNER/APPLICANT:
CARMINE PETTI AND FRANK AUDINO
524 RUSSEL ROAD
ALBANY, NY 12203

TAX MAP # 59.09-7-6.2

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER IS ILLEGAL.

LUKE A. PALLESON, P.E.
N.Y.S. LICENSE NO. 94878

REZONING MAP B-2 TO R-3 MULTIFAMILY 1725 TOWER STREET

TOWN OF ROTTERDAM | COUNTY OF SCHENECTADY
STATE OF NEW YORK

ABD ENGINEERS & SURVEYORS
411 Union Street Schenectady, N.Y. 12305
518-377-0315 Fax 518-377-0379
www.abdeng.com

DATE: JUNE 27, 2023 | SCALE: 1" = 20' | DWG.: 42672-RE ZONE | SHEET 1 OF 1

DRAFT

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:

1725 Tower Street Multifamily Conversion

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

1725 Tower Street, Rotterdam, NY 12306

Brief Description of Proposed Action:

The Applicant is proposing to convert the existing building to entirely apartments. The existing structure would than contain 4 apartments. No site improvements are needed. Public sewer and water connections exist as well as a parking lot to accommodate it's needs.

Name of Applicant or Sponsor:	Telephone:
Carmine Petti and Frank Audino	E-Mail:

Address:

524 Russell Road

City/PO:	State:	Zip Code:
Albany	NY	12203

	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: Planning Commission	☐	☑

3. a. Total acreage of the site of the proposed action? 0.15 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.52 acres

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

DRAFT

	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: _____		
V00649, 447031 1911 Curry Road currently is used as a gas station and is being monitored.		

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

Applicant/sponsor/name: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP Date: May 28, 2024

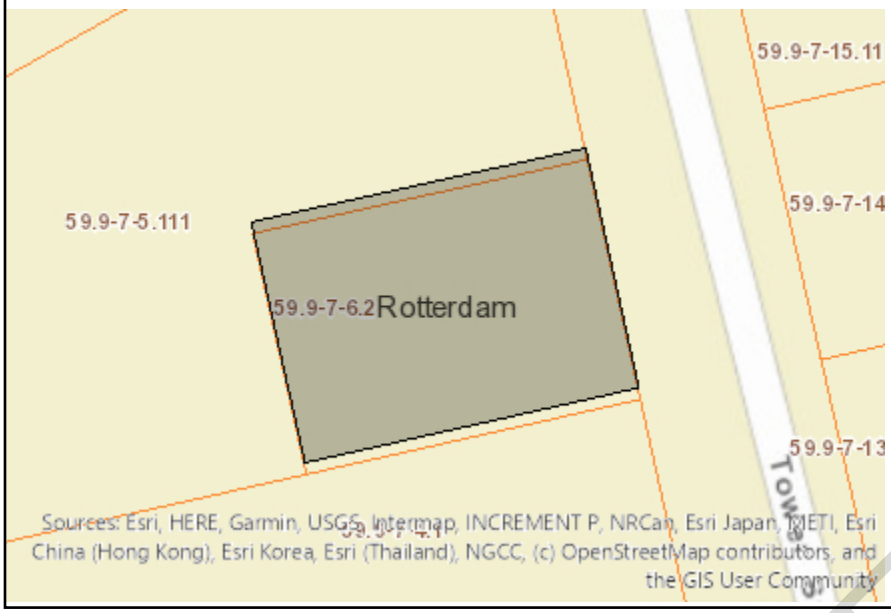
Signature: _____ Title: Professional Engineer

DRAFT

PRINT FORM

EAF Mapper Summary Report

Tuesday, May 28, 2024 2:15 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

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RESOLUTION NO. 248.24

TO APPROVE BUDGET TRANSFERS TO THE 2024 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 **2024** are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
Highway	DA5110-2000	FROM:	Hwy Gen. Repairs Equ.	-19,691.70
Highway	DA5130-2000	INTO:	Highway Machinery Equ.	+19,691.70
W5	W58340-4889	FROM:	Backfill/Pavement Repair	-2,000.00
W5	W58340-4010	INTO:	W5 Easements	+2,000.00

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 30, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Budget Transfer

TOWN BOARD MEETING: June 12, 2024

Background Information:

Evaluation/Analysis: Original budget for Highway equipment was only $30,000. Purchase request for new Truck is $49,691.70. Request budget transfer from Highway Fund General Repairs Equipment line (DA5110-2000) to Highway Fund Machinery Equipment (DA5130-2000) for $19,691.70

Recommendation(s):

Fund	Account	Title	Amount
Highway	DA5110-2000	FROM Highway General Repairs Equipment	$(19,691.70)
Highway	DA5130-2000	TO Highway Machinery Equipment	$19,691.70

Attachment/Document(s): NYS OGS Vehicle Market Place – Mini Mid

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

DRAFT

Group 40500-23166, VEHICLES, Class 1-8

Form B (Chassis/Body): *Mini-Bid Response* (Item 1)

Revision Date: 9/12/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor: **Nielsen Ford of Morristown**

Part A: Mini-Bid Information

1.0	Mini-Bid Questions	Contractor Response
1.0	**Mini-Bid Reference Number from Form A (Chassis/Body Combination): *Mini-Bid Request*** (e.g. 15060001)	**20240502-1**
1.1	**Item Number for this Mini-Bid**	**Item 1**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
2.0	**Vehicle Questions**	
2.1	**What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response?** *[click on yellow box and use drop-down menu]* (*Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)*	Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function)
2.2	**Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination?** *[click on yellow box and use drop-down menu]*	Built to Specifications

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2.3	**Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified?** *[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]*	Yes
2.4	**Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle?** *[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]*	Yes
2.5	**Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.**	90-150
2.6	**Enter the Final Order Date for the Vehicles offered for the Mini-Bid** *(Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).*	TBA

Part B: Vehicle(s) Offered for Mini-Bid

[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]

1.0	**Chassis Information**	**Contractor Response**
1.1	Chassis Model Year	2024
1.2	Chassis Make (e.g., Ford, International, Freightliner)	Ford
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	F350 XL
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	W3G
1.5	Chassis provider business name (i.e., Contractor or third-party).	Nielsen Ford of Morristown
1.6	Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
2.0	**Body Information**	
2.1	Body Model Year	
2.2	Body Make (e.g., Viking, Galion)	
2.3	Body Model (e.g., Proline, 450U)	
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	
2.5	Body provider business name (i.e., Contractor or third-party).	
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

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Part C: Additional Information

1.0	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
	N/A

Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

***Complete Vehicle**: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.*

***Chassis Only**: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."*

***Body Only**: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."*

1.0	Chassis Price Worksheet	Price
1.1	**NYS Base MSRP (Chassis)**	**$54,215.00**
1.2	**NYS Discount (Chassis)** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**8.99**
1.3	**NYS Base Price (Chassis)** *[Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].*	**$49,341.07**
1.4	**NYS Aftermarket Components Price (Chassis)** *[If there are no Aftermarket Components, leave blank]*	**$350.00**
1.5	**NYS Price For Vehicle (Chassis)** *[Automatically calculated: NYS Base Price (Chasis) plus the NYS Aftermarket Components Price (Chassis)].*	**$49,691.07**
1.6	**Number of Vehicles (Chassis)** *[This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]*	**1**

DRAFT

1.7	**Total Price For Mini-Bid (Chassis)** *[Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].*	**$49,691.07**

2.0	Body Price Worksheet	Price
2.1	**NYS Base Price (Body)**	**$0.00**
2.2	**NYS Aftermarket Components Price (Body)** [If there are no Aftermarket Components, leave blank]	**$0.00**
2,3	**NYS Price For Vehicle (Body)** *[Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].*	**$0.00**
2.4	**Number of Vehicles (Body)** *[This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]*	**0**
2.5	**Total Price For Mini-Bid (Bodies)** *[Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].*	**$0.00**

3.0	Grand Total Price For Mini-Bid for Item	Price
	Grand Total Price For Mini-Bid for Item *[Automatically calculated as the sum of the following]*: 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable	**$49,691.07**

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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 4, 2024**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST**:** To approve budget transfers to the 2024 budget.

TOWN BOARD MEETING**:** To be placed on the Town Board Meeting of June 12, 2024

Background Information: Budget transfers are needed to correct lines.

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so.

Recommendation(s): To be placed on the Town Board meeting of June 12, 2024 and approve the transfer.

Attachment/Document(s): Memo: Jim Keith

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: James Keith, Senior Building Inspector JK

Subject: Budget Transfer

Date: June 4, 2024

Please transfer the following funds to cover expenses:

From	**W58340 4889 Backfill/Pavement Repair**	**Amount** $ 2,000.00
To	**W58340 4010 W5 Easements**	**Amount** $ 2,000.00

Thank you.

cc: Alison Grace
Paul Sebesta

DRAFT

RESOLUTION NO. 249.24

TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE HIGHWAY DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one 2024 Ford F-350 XL W3G crew cab pickup truck for the Highway Department, from Nielsen Ford of Morristown Inc., located at 31 Williams Parkway, East Hanover, New Jersey 07936, with compliance under NYS contract, in the amount not to exceed forty-nine thousand four hundred sixty-nine and 01/100 ($49,469.01) dollars.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 3, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Larry Lamora, Highway Superintendent LL

TITLE OF REQUEST: Vehicle Purchase

TOWN BOARD MEETING: June 12, 2024

Background Information: We are purchasing a new cab & chassis class 3 vehicle to replace current Truck #16 that is no longer cost effect to repair due to the engine needed to be replaced, the high mileage on the vehicle and its overall condition.

In an effort to save money while being environmentally friendly, we are removing and reusing the old dump body (from the old truck #16) and installing it on the new truck purchase. After the dump body has been removed, the old truck will then be sold at auction. Because it will not be complete or running, it will most likely be sold for scarp value. The new truck will be used for general highway repair use.

Evaluation/Analysis: Purchase request for new Truck is $49,691.70.

Recommendation(s): To place on Town Board Meeting Agenda June 12, 2024

Attachment/Document(s): NYS OGS Vehicle Market Place – Mini Mid

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): GML §103

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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Town of Rotterdam Purchase Order Request

Purchase Order Number: 2024-_____

Date: May 22, 2024

Vendor: **Nielsen Ford of Morristown, Inc.** *Vendor #* _____

Appropriation Account Number(s):	Amount to pay from line:
DA5110-2000	**$19,691.70**
DA5130-2000	**$30,000.00**

Description of items or services to be purchased:

Truck #16. Purchase of 2024 Ford F-350 XL W3G; Crew Cab; DRW (RWD); Cab & Chassis; Red

Purchased thru NYS OGS Vehicle Market Place; Mini Bid. Released: 5/3/24; Closed: 5/9/24

NYS OGS Group 40500-23166, VEHICLES, Class1-8; Reference # 20240502-1

Winning bidder = PC69843 Nielsen Ford of Morristown, Inc.

Winning bid amount = $49, 469.01; ETA: 90-150 days from order date

Reason for purchase:

Current Truck #16 needs to be replaced because it would not be cost effective to repair due to the engine needing to be replaced, the high mileage on the vehicle and its overall condition. Our best option is replacement.

Requested by: Larry Lamora Highway Superintendent

Department Head Approval: _____

Comptroller's Office Approval of funds available: _____ ***Date:*** _____

Budget Transfer Request Attached: Yes _____ No X

==========

Approved by:

Supervisor Collins: Yes No Date: _____

Deputy Supervisor Dodgeson: Yes No Date: _____

DRAFT

Group 40440, Award 23166, Vehicles, Class 1-8

Form A (Chassis/Body): *Mini-Bid Request*

MINI-BID SUMMARY	
Mini-Bid Name	Enter Data below in Cells D6, D13, D38, D39 & D55 to generate the Mini-Bid Name
Mini-Bid Reference Number	20240502-1
Mini-Bid Release Date	5/3/2024
Mini-Bid Response Due Date	5/9/2024
Mini-Bid Response Due Time (Eastern Time)	3:00PM
Purchased or leased?	Purchased
BUYER CONTACT INFORMATION	
State or Non-State Entity?	Non-State
Authorized User Entity Name	Town of Rotterdam
Town/Village/City & County	Rotterdam, Schenectady County
Primary Contact Name & Title	Keith Ruggiero, Purchasing Coordinator
Primary Contact Email & Phone	kruggiero@rotterdamny.org, 518-355-7722 ext. 401
Secondary Contact Name & Title	Larry Lamora, Highway Superintendent
Secondary Contact Email & Phone	llamora@rotterdamny.org, 518-355-7722
MINI-BID PROCESS	
Anticipated method and timeframe for purchase	One-time purchase for the total number of Vehicles requested
Type of Vehicle(s) requested	Chassis Only
Type of Chassis Order	Specific Chassis (i.e., Model Year/Make/Model/Model Code)
Type of Body Order	No Body included in this request
Method of Award	Enter Data on Form A
Will offers for Vehicles that can be provided at a later delivery date than specified be considered?	Yes. If none of the Contractors responding to the Mini-Bid can meet the delivery date specified, the Mini-Bid will be awarded to the responsive Contactor with the Lowest price, regardless of delivery date.
VEHICLE INFORMATION (CHASSIS)	
Number of Chassis	1
Chassis Class	Class 3
Cab Type	Crew Cab (Quad Cab, Double Cab, SuperCrew, CrewMax)
Drive/Axle Type	6x2
Fifth Wheel?	No
Fuel Type	Gasoline
Chassis Model Year	2024
Other Model Years considered?	Yes
Chassis Make	Ford
Chassis Model	F350
Chassis Model Code	Enter Data on Form A
Chassis Aftermarket Components Provider	N/A
VEHICLE INFORMATION (BODY)	
Number of Bodies	0
Body Type	Enter Data on Form A
Body Make	Enter Data on Form A
Body Model	Enter Data on Form A
Body Model Code	Enter Data on Form A
Body Aftermarket Components Provider	Enter Data on Form A
ADDITIONAL SPECIFICATIONS	
Number of Items in this Mini-Bid Request	1
Additional Vehicle Specifications File Name	OGS 23166 - 20240502-1 - (1) Class 3 w/ - Town of Rotterdam - Specs
DELIVERY INFORMATION *(If "Multiple" is listed, see the Additional Specifications document for all delivery locations)*	
Delivery Date	ASAP
Delivery Location Name	Town of Rotterdam Highway Department
Number of Vehicles to be delivered to this location	1
Delivery Address	54 Duanesburg Road
Delivery City, State, Zip Code	Schenectady, NY 12306
Delivery County	Schenectady

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Additional Vehicle Specifications	
BID REQUEST - OGS 23166 - 20240502-1 (1) Class 3 - Town of Rotterdam	
Year:	**New vehicle 2022 and newer**
Brand:	**FORD**
	F-350 Super Duty
Box Size:	**N/A**
Cab & Chassis	**Yes** *(no body - chassis only)*
Chassis Spec:	Needs to be 60" from back of cab to the rear axle. Needs to accept a 9' dump body that we already own.
Trim:	**XL**
Cab:	**Crew**
	4 x 2
Engine:	**7.3L 2-Valve PFI V8 Gas**
Transmission:	**A/T**
Drive Terrain:	**6 X 2**
Axle:	**Dual Rear Wheel**
Vehicle color:	**Red** *(Our fleet trucks are RED)*
Misc:	**Under coating**

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Vehicle Market Place Bid				
OGS - 23166 -	**20240502-1 (1) Class 3**			
Vehicle :	2024	F350	Cab & Chassis	
Release Date:	**5/3/24**			
Close Date:	**5/9/24**	3:00 PM		
Specs Approved:		Date:		/2024

Bids Received

PC#	Bidder Name	E-mail	Cost	Rank #
69145	DePaula Ford	JHalse@DePaulaFord.com	$53,264.25	4 No ETA 3-4 months Spec email
5/17 69843	Nielsen Ford of Morristown	Jim@NielsenFleet.com	$49,691.07	1 90-150 Days
68991	C. Basil Ford	CCCCN@BasilFord.com	$51,140.64	3 No ETA Spec email
68973SB	Maguire Motors LLC	Cross@MaguireCars.com	$50,138.00	2 No ETA
Awarded to:	Nielsen Ford		Date: 5/17/24	
Award Letter Sent:		Date: 5/17/24		
Non-Award Letter Sent:		Date: 5/17/24		
NO Award Letter Sent:				
PO #:		Date:		
ETA:		Received Date:		

Notes:

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Group 40500-23166, VEHICLES, Class 1-8

Form B (Chassis/Body): *Mini-Bid Response* (Item 1)

Revision Date: 9/12/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor: **Nielsen Ford of Morristown**

Part A: Mini-Bid Information

1.0	Mini-Bid Questions	Contractor Response
1.0	**Mini-Bid Reference Number from Form A (Chassis/Body Combination):** ***Mini-Bid Request*** (e.g. 15060001)	**20240502-1**
1.1	**Item Number for this Mini-Bid**	**Item 1**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
2.0	**Vehicle Questions**	
2.1	**What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response?** *[click on yellow box and use drop-down menu]* (*Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)*	Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function)
2.2	**Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination?** *[click on yellow box and use drop-down menu]*	Built to Specifications

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2.3	**Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified?** *[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]*	Yes
2.4	**Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle?** *[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]*	Yes
2.5	**Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.**	90-150
2.6	**Enter the Final Order Date for the Vehicles offered for the Mini-Bid** *(Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).*	TBA

Part B: Vehicle(s) Offered for Mini-Bid

[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]

1.0	**Chassis Information**	**Contractor Response**
1.1	Chassis Model Year	2024
1.2	Chassis Make (e.g., Ford, International, Freightliner)	Ford
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	F350 XL
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	W3G
1.5	Chassis provider business name (i.e., Contractor or third-party).	Nielsen Ford of Morristown
1.6	Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
2.0	**Body Information**	
2.1	Body Model Year	
2.2	Body Make (e.g., Viking, Galion)	
2.3	Body Model (e.g., Proline, 450U)	
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	
2.5	Body provider business name (i.e., Contractor or third-party).	
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

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Part C: Additional Information

1.0	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
	N/A

Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

***Complete Vehicle**: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.*

***Chassis Only**: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."*

***Body Only**: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."*

1.0	Chassis Price Worksheet	Price
1.1	**NYS Base MSRP (Chassis)**	**$54,215.00**
1.2	**NYS Discount (Chassis)** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**8.99**
1.3	**NYS Base Price (Chassis)** *[Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].*	**$49,341.07**
1.4	**NYS Aftermarket Components Price (Chassis)** *[If there are no Aftermarket Components, leave blank]*	**$350.00**
1.5	**NYS Price For Vehicle (Chassis)** *[Automatically calculated: NYS Base Price (Chasis) plus the NYS Aftermarket Components Price (Chassis)].*	**$49,691.07**
1.6	**Number of Vehicles (Chassis)** *[This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]*	**1**

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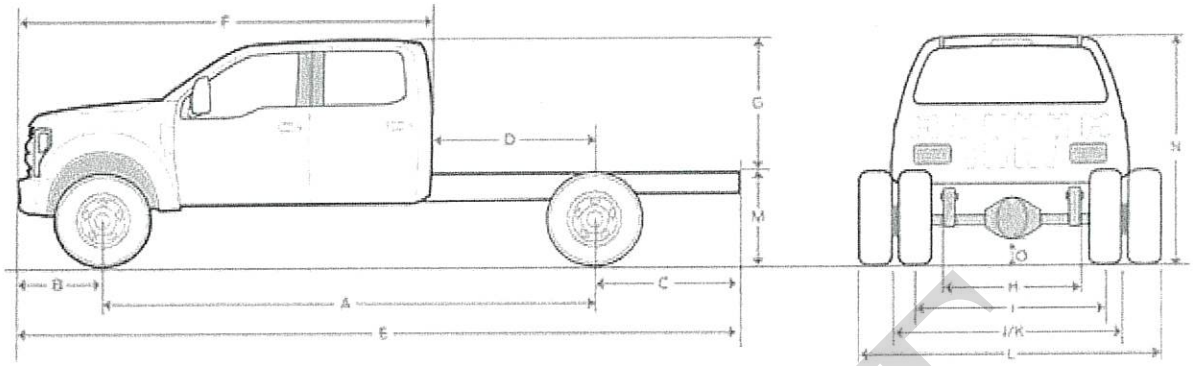
1.7	**Total Price For Mini-Bid (Chassis)** *[Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].*	**$49,691.07**

2.0	Body Price Worksheet	Price
2.1	**NYS Base Price (Body)**	**$0.00**
2.2	**NYS Aftermarket Components Price (Body)** [If there are no Aftermarket Components, leave blank]	**$0.00**
2,3	**NYS Price For Vehicle (Body)** *[Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].*	**$0.00**
2.4	**Number of Vehicles (Body)** *[This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]*	**0**
2.5	**Total Price For Mini-Bid (Bodies)** *[Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].*	**$0.00**

3.0	Grand Total Price For Mini-Bid for Item	Price
	Grand Total Price For Mini-Bid for Item *[Automatically calculated as the sum of the following]*: 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable	**$49,691.07**

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Crew Cab Chassis Cab



Series		F-350		F-450		F-550	
Drive		4x2	4x4	4x2/4x4	4x2/4x4	4x2/4x4	4x2/4x4
Single/Dual Rear Wheels		SRW	DRW	SRW/DRW	DRW	DRW	DRW
Wheelbase (in.)		179.8	179.8	179.8	203.8	179.8	203.8
Code	Description (in.)						
A	Wheelbase (in.)	179.8	179.8	179.8	203.8	179.8	203.8
B	Front Overhang Length	38.3	38.3	38.3	38.3	38.3	38.3
C	Rear Axle to Frame Length	47.2	47.2	47.2	47.2	47.2	47.2
D	Cab to CL of Rear Axle Length	60.0	60.0	60.0	84.0	60.0	84.0
E	Overall Length	265.2	265.2	265.2	289.2	265.2	289.2
F	Bumper to Back of Cab	158.1	158.1	158.1	158.1	158.1	158.1
G	Top of Frame to Top of Cab	49.4	49.4	49.4	49.4	49.4	49.4
H	Frame Rail Width	34.1	34.1	34.2	34.2	34.2	34.2
I	Front Track Width	68.3/69.1	68.3/69.1	74.8	74.8	74.8	74.8
J	Rear Track Width	68.1/71.1	68.1/71.1	74.0	74.0	74.0	74.0
K	Tire Center Width (DRW)	—/71.0[1]	—/71.0[1]	74.0	74.0	74.0	74.0
L	Tire Outside Width (Rear)	79.6/92.2[1]	79.6/92.2[1]	93.9	93.9	93.9	93.9
	Width with Mirrors	105.9	105.9	105.9	105.9	105.9	105.9
	Width with Mirrors Folded	85.3	85.3	85.3	85.3	85.3	85.3
	Width with Mirrors Fully Extended	110.9	110.9	110.9	110.9	110.9	110.9
M	Frame Height (Curb)[2]	31.7/31.9	33.5/33.7	34.4/34.3	34.5/34.3	34.4/34.3	34.4/34.3
M	Frame Height (Loaded)[2]	26.9/26.5	28.9/28.3	28.5/28.6	28.5/28.6	28.5/28.6	28.5/28.6
N	Cab Height (Curb)[2]	78.4/78.6	81.2	81.9/81.8	81.7/81.8	81.9/81.8	81.9/81.7
O	Rear Axle Clearance Height	8.6/7.8	8.6/7.8	8.2	8.2	8.2	8.2

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RESOLUTION NO. 250.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE 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 declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the 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.

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 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 5, 2024
TO:	Mollie Collins - Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQUEST:	Declare Lead Agency for the Trunk Sewer Access Improvement Project
TOWN BOARD MEETING:	June 12, 2024
Background Information:	Trunk sewer access road improvements project is from above Summer Street to Myrtle Avenue along the southwest side of the Davidge Gatt on the Town of Rotterdam/ City of Schenectady boundary. The project will include clearing and grading improvements to allow for operation and maintenance of the existing sewer trunk line. 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.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board approving request.
Recommendation(s):	Town Board should Declare Lead Agency, and conduct a coordinated SEQR review and authorize Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Full Environmental Assessment Form (FEAF)
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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Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Trunk Sewer Access Road Improvements		
Project Location (describe, and attach a general location map): Edgewood Avenue, Rotterdam, Schenectady County NY		
Brief Description of Proposed Action (include purpose or need): The proposed project include reconstruction of the access road to the existing Town of Rotterdam Main sewer trunk line that runs behind the home on Edgewood Ave from Summer Street to Vienna St./Myrtle Ave. The existing Sewer was constructed in the 1930's and access to the existing sewer infrastructure has deteriorated. The project includes construction of a 10' gravel access path which will provide access to the sewer infrastructure. Includes lots 48.15-2-2 {Johnson Judith A-0.17 acres}, 48.15-2-3 {Guido Family Irrevocable Trust-0.5 acres}, 48.15-2-1 {Starr David W A-0.95 acres}, 48. 15-6-1 {Tooley John Jr - 5.83 acres}, 48.15-6-14 {459 Summer Street, LLC - 1.62 acres} and 48.15-6-25.1 {Thwaits Melissa A 0.22 acres}.		
Name of Applicant/Sponsor: Town of Rotterdam	Telephone: 518-355-7575 E-Mail: supervisor@rotterdamny.org	
Address: 1100 Sunrise Blvd		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): MollieCollins (town Supervisor)	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board (funding)	
b. City, Town or Village Planning Board or Commission ☐Yes ☑No		
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☐Yes ☑No		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	New York State Department of Conservation	
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes ☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes ☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

NYS Heritage Areas:Mohawk Valley Heritage Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Schenectady County School District

b. What police or other public protection forces serve the project site?
Rotterdam Police

c. Which fire protection and emergency medical services serve the project site?
South Schenectady Fire Department

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Access improvement/Utility

b. a. Total acreage of the site of the proposed action? 8.76 acres
b. Total acreage to be physically disturbed? 0.735 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☑Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i .What is the purpose of the excavation or dredging? repair and construction of access road

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): 0 yards
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

Cut will be spread and spoiled onsite.

_____

i*v.* Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? .75 acres

vi. What is the maximum area to be worked at any one time? .75 acres

vii. What would be the maximum depth of excavation or dredging? 2 feet

viii. Will the excavation require blasting? ☐Yes ☑No

ix. Summarize site reclamation goals and plan: _____

Excavated areas will be either topsoil mulched and seeded, stabilized with stone rip rap, or constructed with stabilized road section.

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

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- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

_____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

N/A_____

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

N/A _____

_____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

_____

- If to surface waters, identify receiving water bodies or wetlands: _____

_____

_____

- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☑Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

minimal by equipment during construction.

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7-5
- Saturday: 8-4
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Heavy Machinery during construction (excavators, dozers, dump trucks)

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

_____

_____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

_____

_____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

_____

_____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

_____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

_____

_____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

_____

_____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.14	.36	.22
• Forested	6	5.78	-.22
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	.25	.25	0
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

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c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☑ No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 447005, 447006, 447004

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

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v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 5 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

A	57.2 %
B/D	42.8 %
	%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils:

☑	Well Drained:	57.2 % of site
☐	Moderately Well Drained:	0 % of site
☑	Poorly Drained	42.8 % of site

f. Approximate proportion of proposed action site with slopes:

☐	0-10%:	% of site
☑	10-15%:	10 % of site
☑	15% or greater:	90 % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 876-101 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer, Primary Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA

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m. Identify the predominant wildlife species that occupy or use the project site: _____

_____ _____ _____

_____ _____ _____

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑ Yes ☐ No

If Yes:

i. CEA name: Aquifer Area Overlay Zone

ii. Basis for designation: Conserve, improve, protect natural resources

iii. Designating agency and date: Agency:Rotterdam, Town of, Date:4-5-85

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e. 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? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. 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? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

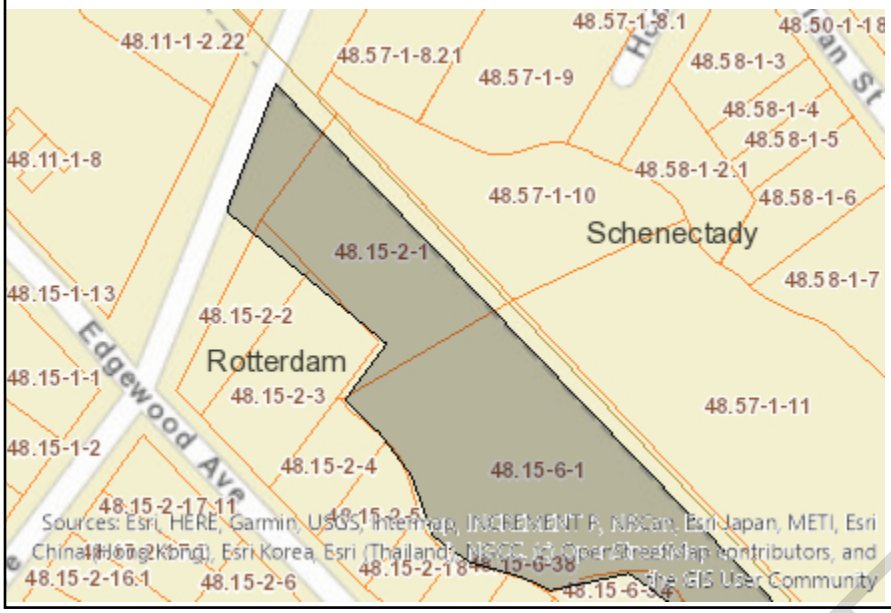
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of Rotterdam Date May 17, 2024

Signature Peter Comenzo Title Senior Planner

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PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

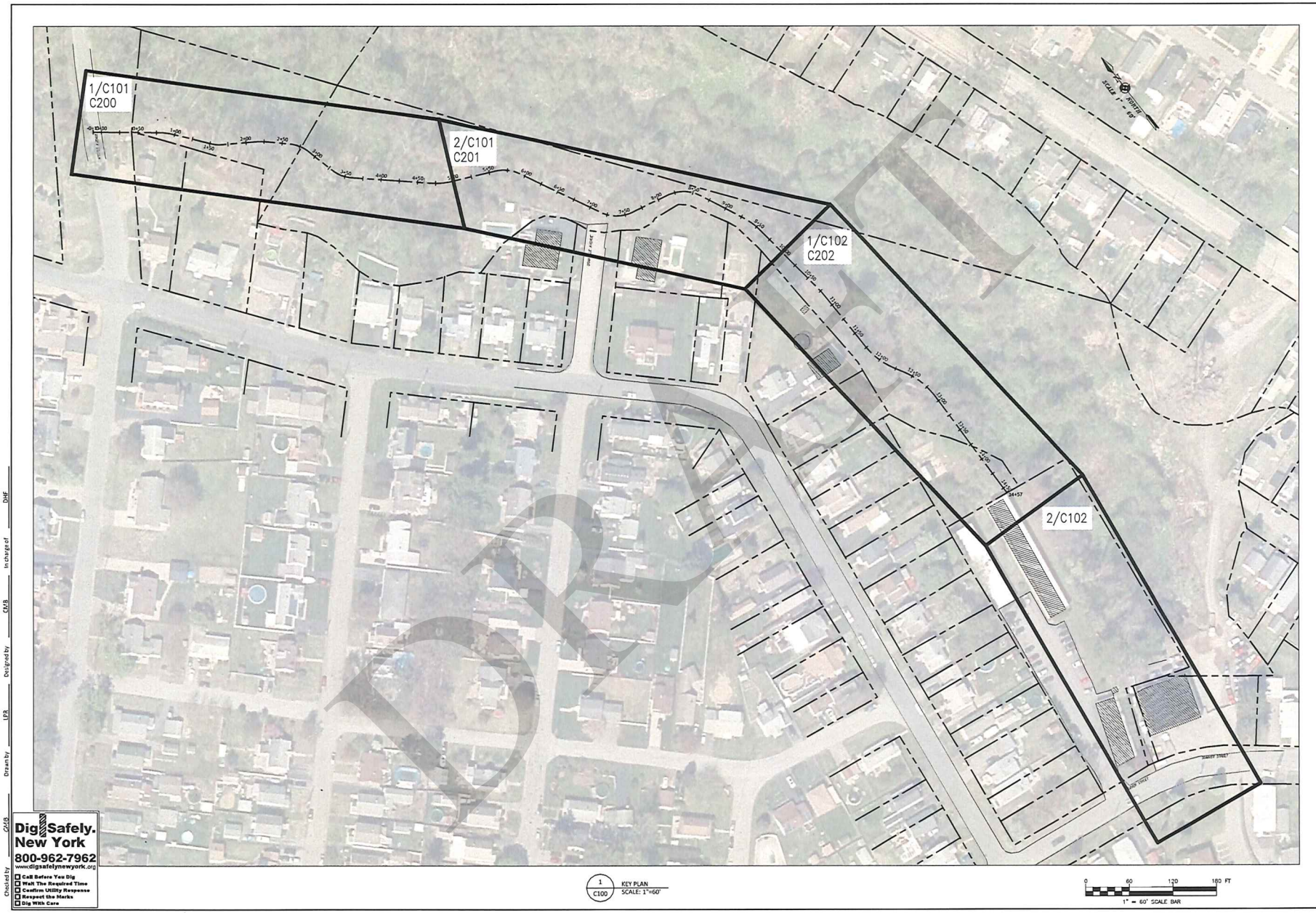


B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	447005, 447006, 447004
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	876-101
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

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E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Aquifer Area Overlay Zone
E.3.d.ii [Critical Environmental Area - Reason]	Conserve, improve, protect natural resources
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Rotterdam, Town of, Date:4-5-85
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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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, ORLAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL 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.

REVISIONS

TOWN OF ROTTERDAM
TRUNK SEWER ACCESS ROAD IMPROVEMENTS
KEY PLAN
SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

PRELIMINARY
6/5/2024

Date: JUNE 2024
Scale: AS SHOWN
Sheet Number: C100
Project Number: 904.059.001

Plotted: Jan 06, 2024 - 8:01AM SYR By: cbertram
C:\Users\cbertram\AppData\Local\Temp\AcPublish_2202\$P4059 C100 Site Plans (ID 3077093).dwg
Checked by: GMB Drawn by: LPR Designed by: CMB In charge of: DHF

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 5, 2023, at 7:00 p.m., the following resolution was duly adopted:

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 **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 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	X		
Miller-Herrera **(Absent)**			
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 July 5, 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 July 7, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

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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

June 12, 2024

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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

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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 Weltz, 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 A. Collins
Mollie Collins, Town Supervisor
Town of Rotterdam

7/6/2023
Date

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RESOLUTION NO. 251.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PUMP STATION IMPROVEMENTS PROJECT – PLANNING & PROJECT DEVELOPMENT 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 relating to the Pump Station Improvements Project – Planning & Project Development Services, in an amount not to exceed eighteen thousand nine hundred and 00/100 ($18,900.00) dollars.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 5, 2024
TO:	Town Board
FROM:	Mollie Collins, Supervisor
TITLE OF REQUEST:	Engineering Agreement – Pump Station Improvements Project – Planning & Project Development Services
TOWN BOARD MEETING:	June 12, 2024
Background Information:	The Town's sanitary sewer collection system includes 12 pump stations. Based on the findings of the PER, five (5) of these pump stations are in particular need of upgrades.
Evaluation/Analysis:	Investigations during the study revealed significant deterioration at each pump station, including multiple pumps operating at a fraction (<20%) of their design capacity. Based on this PER, it was recommended that the Town implement a rehabilitation project at each station.
Recommendation(s):	Retain Barton and Logudice for professional engineering services for the Pump Station Improvements Project – Planning & Project Development Services
Attachment/Document(s):	Agreement between Town of Rotterdam and Barton and Logudice.
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 4, 2024

Mollie A. Collins, Town Supervisor
Town of Rotterdam
110 Sunrise Boulevard
Rotterdam, New York 12306

Re: Proposal for Engineering Services
Pump Station Improvements Project – Planning & Project Development Services

File: S702.5070

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering supplement for the Sanitary Sewer Pump Station Improvements Project. This supplement is to perform planning and project development services for the recommended improvements listed from the Preliminary Engineering Report (PER) Pump Station Improvement Project, dated June, 2023, authored by B&L. The study was grant funded, as the Town secured and utilized a $30,000 NYSEFC Engineering Planning Grant (EPG#: 105147). The Town was also required to provide a local match in the amount of $6,000 in accordance with EPG grant regulations.

Project Understanding
The Town's sanitary sewer collection system includes 12 pump stations. Based on the findings of the PER, five (5) of these pump stations are in particular need of upgrades. These five (5) stations experience frequent operational issues and nearing the end of their useful design lives:

- Rotterdam Mall Pump Station (a.k.a., Via Port Pump Station)
- Golub Pump Station
- White Birch Pump Station
- Altamont Avenue Pump Station #1 (a.k.a., Taco Bell Pump Station)
- Altamont Avenue Pump Station #2 (a.k.a., Price Chopper Pump Station)

Field investigations during the study revealed significant deterioration at each pump station, including multiple pumps operating at a fraction (<20%) of their design capacity. Without corrective action, these pump stations will continue to deteriorate and likely fail in the foreseeable future, potentially causing sanitary sewer overflow events. Based on this PER, it was recommended that the Town implement a rehabilitation project at each station. The total opinion of probable project capital cost is about $5,800,000. The proposed upgrades will improve pump station performance, reduce energy consumption, and protect the health and safety of residents within the pump station service areas.

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Scope of Services

1. *Kick off Meeting* - Attend a kickoff meeting with Town officials and staff to discuss the project, in particular the scope of services, project schedule, project budget and define lines of communication. Further, B&L would gather pertinent information from the Town as necessary to progress the project.

2. *SEQR Determination* –This project should be classified as a Type 1 action under the State Environmental Review Act which will require B&L to fill out the necessary forms and complete a coordinated review with all interested and involved parties. The anticipated involved and interested parties include NYS Department of Environmental Conservation and NYS Office of Parks, Recreation, and Historic Preservation (OPRHP). B&L will provide the following services to assist the Town in completing the SEQR process:

   - Prepare the appropriate Environmental Assessment Form (EAF) for use by the Town Board in reviewing the environmental aspects of the proposed water main and in seeking lead agency status. Attend one (1) meeting to review environmental aspects identified in the EAF.

   - Prepare a Lead Agency intent letter for contacting the interested/involved agencies.

   - Address interested/involved agency comments on EAF as appropriate.

   - Prepare Negative Declaration for use by the Town, and circulation letter to interested/involved agencies.

   - Prepare information required to submit documents to NYSDEC for publication in the Environmental Notice Bulletin (ENB).

   - During preparation of the EAF, pre-screening letters will be sent to the NYS Office of Parks, Recreation, and Historic Preservation (OPRHP) to identify potential cultural resource impacts as well as the US Fish & Wildlife Services' National Heritage Program to identify any.

     Note: At this time, it is unknown if OPRHP will require an Archeological Survey as it is anticipated that the proposed sanitary pump stations will be located immediately adjacent or rehabilitation of the existing structures. Therefore, services for an archeological survey are not included in this supplement. Should OPRHP require a Phase 1 archeological survey, B&L can provide these additional services under separate authorization by the Town Board.

     It is also unknown if there are any wetlands or endangered/threatened species within the project area. Therefore, this supplement does not include the wetlands/habitat assessment. If it is determined through the SEQR process that there may be wetlands or endangered/ threatened species within the project area, B&L can provide these assessments as an additional service under separate authorization by Town Board.

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3. *CWSRF Funding Application* - With a PER having previously been completed by B&L and listed on the NYS Environmental Facilities Corporation (EFC) Intended Use Plan (IUP), a Clean Water State Revolving Fund (CWSRF) application is an opportunity to seek potentially subsided funding for the pump station improvements project. In the 2024 IUP the project has a score of 52, which in previous years put the project above the subsidy line. Please note that this line moves from year to year. B&L will assist the Town with submission of the Full Application for both short-term and long-term financing. This will consist of assisting the Town in the completion of the application itself as well as the submission of all the other documentation required to close on the financing.

   With the CWSRF applications, requirements for the State Environmental Quality Review Act (SEQR) must be completed as detailed in item 2 of this supplement.

   B&L is required to comply with the CWSRF program requirements, which include provisions for Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (M/WBE) Programs. Included with this proposal is the State Revolving Fund Mandatory Terms & Conditions to be used for both Construction and Non-Construction Contracts that are receiving State Revolving Fund (SRF) assistance such as a loan or a grant, regardless of whether a state grant was also received.

4. *Map and Plan* – B&L will prepare a Map and Plan Report in accordance with Town Law Article 12 – "Section 202-b – Increase or Improvements of Facilities". The Map and Plan will include the proposed improvements together with opinion of probable project cost. Once the Map and Plan is complete, the Town will call a public hearing and notify the public per Town Law. B&L will attend the public hearing to answer any questions or concerns relating to the project.

5. *Meetings* – B&L will attend meetings with the Town as detailed above. In summary this proposal includes the following meetings:

   a. Kickoff Meeting;
   b. Town Board meeting to assist in SEQR determination,; and
   c. Public Hearing for Map and Plan

Fee Proposal

For the Scope of Services presented above, B&L proposes to be compensated on a lump sum basis in the total amount not-to-exceed $18,900.

If additional services are required, B&L will request the Town's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the Town.

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If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Executive Vice President

JAB2/tlh

Enclosures: B&L Standard Terms and Conditions
NYSEFC Mandatory Terms and Conditions

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein and in accordance with the attached terms and conditions.

_____ _____

Mollie A Collins, Supervisor Date
Town of Rotterdam

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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.

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NEW YORK STATE | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

For Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

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Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

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SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

***Contracts Meeting Article 15-A Thresholds** means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:*

a) Non-Construction Provider Contracts greater than $25,000;
b) Non-Construction Provider Contracts that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;
c) Construction Contracts greater than $100,000; and,
d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

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7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.

C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.

D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.

E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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G. ***For construction contracts in excess of $10,000***, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.

H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. ***New York State certified MWBE participation goals for this contract are 20%***. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
   a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
   b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
   c. NYS Intermunicipal Grants that are also receiving EFC financing.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

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5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

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E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

2. Liquidated damages shall be calculated as an amount not to exceed the difference between:

   a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
   b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

   In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

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SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https://beta.sam.gov/ .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

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maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

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site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

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reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

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working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of $100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 (“Lobbying Certification”) in the form attached hereto as Attachment 3, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

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ATTACHMENTS (Required Forms)

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Attachment 1 – EFC MWBE Utilization Plan

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NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Mandatory Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

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NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			**County:**	
Project No.:	**GIGP No.:**	**Contract ID:**	**Registration No. (NYC only):**	
Minority Business Officer:		**Email:**	**Phone #:**	
Address of MBO:				
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**	

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			**Contract Type:** ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.				
Address:		**Phone #:**	**Fed. Employer ID #:**	
Description of Work:		**Email:**		
Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ **MWBE Eligible Contract Amount:** $ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			**Total:** % $	**Total:** % $

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NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:		
NYS Certified M/WBE Subcontractor Info		**Contract Amount:**	**For EFC Use:**
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker %___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

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NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ___ ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Name** (Please Type)**:**	**Date:**

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Attachment 2 – AIS Contractor's Certification

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AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS FUNDED THROUGH

THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE

NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

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Attachment 3 – Lobbying Certification

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New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.:
Recipient:
Project Description:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature:
Name:
Title:
Company Name:
Date:
Contract ID:

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RESOLUTION NO. 252.24

CALL FOR PUBLIC HEARING FOR MAP, PLAN & REPORT FOR THE PROPOSED SEWER DISTRICT NO. 2 EXTENSION NO. 17 - HELDERBERG MEADOWS WEST

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 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 9th day of July, 2024 for the following purpose:

To accept the Map, Plan and Report for the proposed Sewer District No. 2, Extension No. 17 - Helderberg Meadows West. The Sewer District is being formed to add an additional 5.09 acres to the existing Helderberg Meadows Sewer District No. 2, Extension #12 approved in 2008. This request is to facilitate the installation of sanitary sewers to service 124 condominium units that were approved by the Rotterdam Planning Commission on July 19, 2022.

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

DATED: June 12, 2024
Daily Gazette: Please publish once on June 14, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 4, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQUEST:	Call for Public Hearing for Map, Plan & Report for the proposed Sewer District No. 2 Extension #17 Helderberg Meadows West
TOWN BOARD MEETING:	June 12, 2024
Background Information:	Sewer District No. 2 Extension #17 is being formed to add an additional ±5.09 acres to the existing Helderberg Meadows Sewer District No. 2, Extension #12 approved in 2008. This request is to facilitate the installation of sanitary sewers to service 124 condominium units that were approved by the Planning Commission on July 19, 2022.
Evaluation/Analysis:	The proposed extension will tie into the existing Helderberg Meadows pump station turned over to the Town of Rotterdam in 2012 upon completion. The existing pump station, force main and wastewater treatment plant have sufficient capacity for this sewer extension. A downstream analysis was conducted on April 13, 2022 and it has been determined that there is sufficient capacity to service the proposed project
Recommendation(s):	Call for a Public Hearing to be held July 9, 2024.
Attachment/Document(s):	Extension Letter Request to Supervisor Collins Sewer District #2, Extension #17 – Condos at Helderberg Meadows Map, Plan and Report prepared by Brett Steenburgh SEQR Negative Declaration and Full EAF
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Town Attorney

DRAFT

Brett L. Steenburgh, P.E., PLLC

2832 Rosendale Road
Niskayuna, NY 12309
Phone - (518) 365-0675

June 4, 2024

Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

Attn: Supervisor Collins

Re: Sewer District #2 Extension 17 – Helderberg Meadows Condominiums

Dear Supervisor Collins,

Please accept this letter as a formal request to extend sewer district #2 to include an additional 5.09 Acres of land formerly known as the Gianetti Parcel. This parcel has been added to the Helderberg Meadows PRD and is part of the Helderberg Meadows Condominium Development conditionally approved by the Planning Commission on July 19, 2022.

Attached to this is letter is formal map, plan and report outlining the district extension. The map plan and report has been reviewed by the town staff as well as the town designated engineer. All the requested revisions to the report have been completed.

We look forward to presenting this request to the Town Board at the next available agenda. Please feel free to contact me if you have any questions or require additional information.

Sincerely

Brett L. Steenburgh, P.E.
Principal

Attachment

C.c. Deputy Supervisor Dodson (via email)
Peter Comenzo (via email)
Fred Mastroianni (via email)
Jennifer Nechamen (via email)

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CIVIL ENGINEERING
ENVIRONMENTAL ENGINEERING
STRUCTURAL ENGINEERING

MAP PLAN AND REPORT
FOR THE
SANITARY SEWER EXTENSION
Town of Rotterdam District #2
Extension 17

For the Proposed
Condos at Helderberg Meadows

LOCATION

Guilderland Avenue
Town of Rotterdam
Schenectady County
State of New York

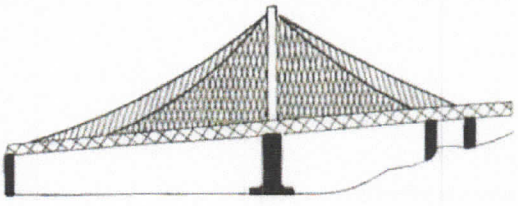
PREPARED FOR

Helderberg Meadows LLC
2 Computer Drive West
Suite 100
Albany, NY 12205

Date Prepared

November 18, 2021
Revised April 15, 2022
Revised July 28, 2022
Revised November 22, 2022
Revised August 8, 2023
Revised December 20, 2023
Revised June 4, 2024





BRETT L. STEENBURGH, P.E. PLLC
2832 ROSENDALE ROAD
NISKAYUNA, NY 12309
(518) 365-0675
CIVIL ♦ ENVIRONMENTAL ♦ STRUCTURAL ENGINEERING

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I. PROJECT DESCRIPTION

A. Project Location

The subject site is located along Route 158 in the Town of Rotterdam, Schenectady County (see site location map figure 1). The parcel is owned by The Development at Helderberg Meadows. The abutting property owners are The New York State Thruway to the North, Conrail to the west, and various landowners to the east.

B. Parcel Description

The subject Parcel encompasses approximately 66.51 +/- acres. The area is predominantly flat with wetlands. The site generally slopes from northeast to southwest. The slopes vary from 0.5% to 2% throughout the site. Stormwater produced on the site flows towards the intersection of the Conrail and NYS Thruway properties.

Immature trees and brush characterize the site.

The majority of the parcel was included within extension 12 of the Town of Rotterdam Sewer District #2 as part of the Helderberg Meadows PRD. This portion of the development was slated for 58 single family homes and a total flow of 22,330 gpd to be discharged to the District #2 and ultimately the Town of Rotterdam Sewage Treatment Plant. The conveyance and addition of these flows was reviewed and approved by the NYSDEC in 2008. A portion of this proposed development lies outside of the boundary of extension #12. The parcel formerly known as the Gianetti Parcel located along Guilderland Avenue totaling 5.09 Acres was added to the proposed development. It is necessary to include this parcel within the boundary of Sewer District #2 for the development of this parcel as proposed.

A sanitary sewer easement runs through the parcel. Within the easement is the existing 6" SDR-21 force main. The force main services the initial phases of the Helderberg Meadows PRD. The force main was also sized to handle the 58 single family homes on this parcel.

C. Proposed Development/Zoning

As stated previously the majority of the parcel utilized for this development was a portion of the approved Helderberg Meadows PRD. This parcel formerly known as the Ademac parcel was slated for the construction of 58 single family homes and

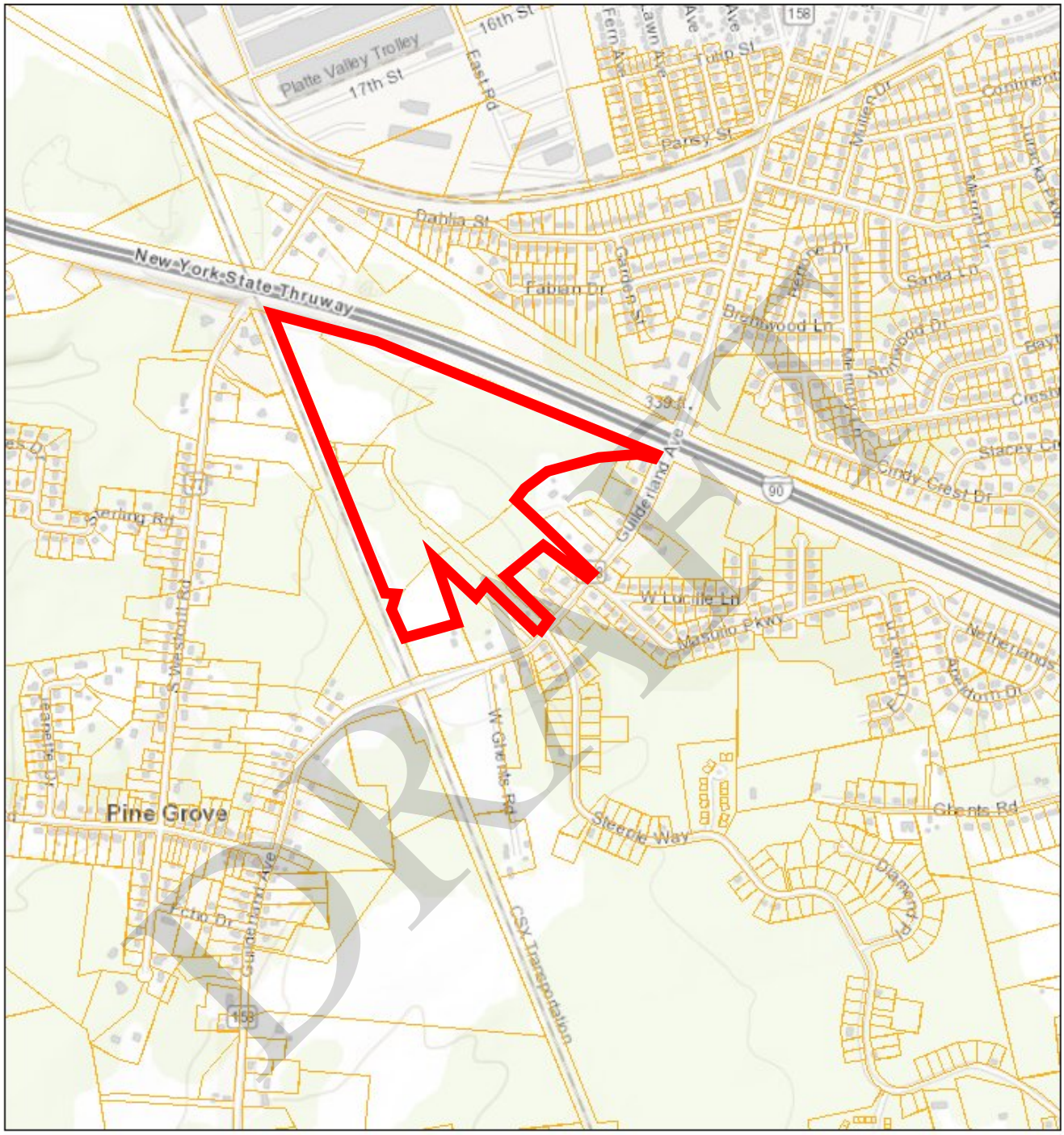
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4,100 L.F. of new town roads with associated Town of Rotterdam water and sewer infrastructure.

The current proposal is to construct 124 condominiums in lieu of the 58 single family homes. The condominiums will be constructed on private roads with privately owned and maintained utilities. The condominium development will result in a 46% reduction in land disturbance from the approved single family residences. Additionally it will eliminate all of the 4.5 acres of flood plain impacts associated with the approved PRD.

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The Condos At Helderberg Meadows



November 18, 2021

Parcels

1:16,852

0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

No Author

This map and information is provided as is. We make no warranties or guarantees, expressed or implied. The user assumes all risks and responsibility for determining whether this map is sufficient for purposes intended. The data is deemed reliable but not guaranteed.

II. WATER DISTRIBUTION SYSTEM

It is proposed to tie into the existing 10" stub located along Guilderland Avenue. The 10" will be reduced to 8". Eight inch water mains will be constructed throughout the proposed development to provide water service to the 124 condominiums. Hydrants will be placed along the water main at a maximum interval of 400'. All water mains will be constructed in accordance with the Recommended Standards for Water Works (10 States Standards) as well as all local and state requirements.

III. SEWER SYSTEM DESIGN

It has been well documented that both condominiums and apartments use significantly less water than and generate less sewage effluent than 110 gallons per day per bedroom as noted in the New York State Design Standards For Intermediate Sized Wastewater Treatments Systems. However, Section B.6.b of this document allows for three methods to estimate the hydraulic loading for a facility. Method 3 allows for the use of water meter data for a similar facility. In this case we utilized meter data for a 20 Unit Condominium project called Nathaniel Crossing. The site has a mixture of (10) 2 bedroom condos and (10) 3 bedroom condos. Data was evaluated from 8/29/2016 through 8/1/2017. The data was provided from master meter readings within Hotbox at the water main connection and included not only potable water usage but irrigation usage. Therefore the data will be somewhat conservative. Based upon our analysis found in appendix D of this document, the average usage per bedroom throughout the course of a year was calculated at 42 gallons per day per bedroom. We have utilized this value and applied a 1.5 factor of safety to obtain a value of 64 gallons per day per bedroom. As stated above this is conservative because it takes into account irrigation. The calculated amount during the winter months ranged between 10 gpd and 20 gpd less than the summer months. It should also be noted that the development was 100% occupied during the duration of the analysis.

A. Design Standards

Population:

62 (2) bedroom condominiums
62 (3) bedroom condominiums

Total of 310 bedrooms

Average daily flow:

310 bedrooms x 64 gpd/bedroom = 19,840 gpd

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Peak Daily Flow = 4 x Average daily flow = 79,360 gpd
Peak Flow = 79,360 gpd x 1/1440 day/min = **55 gpm**

This proposed phase of the Helderberg Meadows Development was approved by the Town and DEC for 58 single family homes with a calculated average hydraulic loading 22,330 gpd. Since the proposed development will result in 12% less effluent than previously approved and designed for, a downstream analysis is not required for the proposed district extension.

The gravity sewer and pump station have been designed to New York State DEC and Town of Rotterdam Standards.

B. Collection Sewer

The proposed development will consist of gravity sewers which will convey the effluent from the condominiums to a new sanitary pump station located on the parcel. The proposed pump station will consist of a submersible grinder pump station with a 2" force main which will inject the effluent into the existing 6" SDR-21 force main on the parcel. As previously stated the existing force main was designed to handle the approved 58 single family homes, therefore, there is adequate capacity to handle the proposed condominiums.

Sewers throughout the site will be 8" PVC SDR-26. The building laterals will be 6" PVC. The minimum proposed pipe slope is 0.4%. Upon installation, the sewer system will be subjected to an infiltration or exfiltration test against a maximum daily leakage of 100 gallons per inch diameter per mile of pipe per day. The system will also be subjected to a TV inspection before being put into service.

<u>Downstream Analysis</u>
It has been requested by the Town and the NYSDEC that a downstream analysis be performed. Since a recent analysis of the system form Curry Road to the treatment plant was performed Prime AE Group for the Curry Road Apartments and determined the system has adequate capacity, the scope of the analysis limited to the gravity system from Guilderland Avenue to Curry Road. The Helderberg Meadows force main connects to the gravity system at the intersection of Palm Avenue and Guilderland Avenue. The system then runs a short distance along Guilderland Avenue to Sunrise Blvd. It follows Sunrise Boulevard before connecting into the Curry Road main. The gravity sewer main is a 10" main from Palm Avenue to the intersection of Vinewood and Sunrise Blvd. At this location it increases to a 12" gravity sewer until it connects to the Curry Road System.

On April 13th this office visually inspected the system along Sunrise Blvd as discussed with Town and NYSDEC. April 13th was chosen due to the significant rain in the week

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leading up to the inspection. Since the majority of the effluent in this portion of the system is residential, the system was inspected from 8am to 10am during peak usage. Each of the manhole covers along Sunrise Blvd were removed and the flow of effluent was assessed. The majority of the system was flowing at about 50% capacity or less with one exception. The final section of 10" sewer pipe from MH 314A to MH 314 was submerged with effluent. The section of pipe is 56' and is at approximately 0.2% slope. Photos of each manhole can be found in Appendix E of this report.

It is recommended that the 10" pipe connecting MH 314A to MH 314 be replaced. It shall be replaced with a 15" PVC SDR-26 pipe. The inverts and pipe slope shall be held at the current inverts. This work shall be completed prior to the connection of the Helderberg Meadows Condominiums and issuance of a building permit for any new structures associated with the Helderberg Meadows Condominiums.

Update: In November of 2023, the Town of Rotterdam, contractor and project engineer met on site to review the replacement of the existing sewer main in Sunrise Blvd. During the visit, it was determined that the inlet to pipe exiting the upstream manhole was substantially blocked with grease and other solids. The blockage was removed and the existing line was jetted several times. Upon completion of the work, it was determined that pipe was operating properly and has adequate capacity to convey the existing and additional flows and no replacement is required.

C. Pump Stations

As stated it is proposed to install a duplex submersible grinder pump station capable conveying the peak flow of 55 gpm. The proposed pump station will have 2 HP motors and an automatic backup generator. Details for the proposed pump station can be found in appendix C of this document.

D. Waste Water Treatment

The sewage will then ultimately flow to the Town of Rotterdam wastewater treatment plant prior to being discharged into the Mohawk River. It is believed that the Town of Rotterdam wastewater treatment plant has an excess treatment capacity of about 250,000 gallons per day. The Helderberg Meadows PRD had reserved 83,985 gallons of this excess capacity. Part of that reservation was the 22,330 gpd for the approved 58 homes on this parcel. Since the proposed flows are less than the reserved 22,330 gpd there is adequate capacity at the Town of Rotterdam treatment plant for this development and district extension.

IV. DISTRICT EXTENSION

Attached in Appendix B is a map showing the proposed sewer district extension. The proposed district will be extension 17 of Sewer District #2 and will include only the

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parcel formerly known as the Gianetti Parcel. The remaining portion of the development is included within Extension #12 of Sewer District #2. All state county and local permits will need to be obtained prior to filing and acceptance of the district extension.

V. FINANCING

Attached as Appendix A, is the cost estimate of the proposed sanitary sewer collection system for The Condos at Helderberg Meadows. The cost will be borne entirely by the developer**.** A portion of this system will be constructed in the former Extension 12 of District 2 and a portion with be constructed within this extension. Since all of the infrastructure cost will be borne by the developer, the cost per user will be only the Operation and Maintenance fees. These fees for 2024 were $385.08 which will be the only cost to the user.

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APPENDIX A.

Construction Cost Estimate

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Sanitary sewer & appurtenances

Structures:

	Quantity	Length	Unit Price	Subtotal
48" precast san mh < 12' deep	9		$2,250.00	$20,250.00
48" precast san mh > 12' deep	0		$1,700.00	$0.00

Sanitary Pipe:

	Quantity	Length	Price per foot	Subtotal
8" pvc < 12' deep		2320	$22.00	$51,040.00
8" pvc > 12' deep < 16' deep		0	$18.00	$0.00
8" pvc > 16' deep < 20' deep		0	$19.00	$0.00
8" dip		0	$23.00	$0.00
2" pvc		0	$8.35	$0.00
1.5" pvc		0	$8.35	$0.00
6" force main		300	$18.00	$5,400.00
3" force main		20	$12.00	$240.00
Pump Station	1		$120,000.00	$120,000.00
Replace 56' of pipe in Sunrise	1		$35,000.00	$35,000.00
Wyes and laterals	31		$600.00	$18,600.00
			Total	**$250,530.00**

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APPENDIX B.

Sewer Plan and District Extension Plan

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LEGEND

- PROPERTY LINE
- PROPOSED STORM SEWER W/ CATCH BASIN
- SAN — SAN — PROPOSED SANITARY SEWER W/ MANHOLE
- W — W — W — PROPOSED WATER MAIN

GENERAL NOTES

1. UNDERGROUND UTILITIES SHOWN ON THIS PLAN HAVE BEEN BASED UPON THE MAP REFERENCE AND A FIELD REIWEW AND SHOULD BE CONSIDERED SCHEMATIC ONLY AND ARE SHOWN TO DEPICT GENERAL UTILITY CONNECTIONS RATHER THAN EXACT UNDERGROUND LOCATIONS. BRETT L. STEENBURGH PE PLLC MAKE NO CERTIFICATION AS TO THE ACCURACY OF THE UNDERGROUND UTILITY LOCATIONS AND OTHER UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS MAP.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, GRADES, ELEVATIONS, AND MATERIALS GIVEN ON THE PLANS.
3. EXCESS BUILDING MATERIAL AND CLEARING DEBRIS SHALL BE DISPOSED OF OFF SITE.
4. IT SHALL BE THE CONTRACTOR RESPONISBILITY TO REPLACE OR REPAIR AT HIS/ HER COST ANY DAMAGE TO EXISTING ON SITE UTILITIES.
5. IT IS THE INTENT OF THESE PLANS TO BE IN STRICT CONFORMANCE WITH ALL TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY, STATE OF NEW YORK, AND APPLICABLE FEDERAL RULES REGULATIONS, AND LAWS. IF CONFLICTS ARE NOTED BETWEEN THE ABOVE, AND THESE PLANS, IT SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER AND THE TOWN ENGINEER.
6. CONFLICTS SHOWN ON PLANS OR BETWEEN THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER, OWNER REPRESENTATIVE AND/OR ENGINEER.

GRADING & DRAINAGE NOTES

1. ALL STRUCTURES SHALL HAVE GUTTERS CONSTRUCTED ON THEM. THE GUTTERS SHALL DISCHARGE EITHER DIRECTLY TO THE STORM SEWER OR IN SUCH A WAY TO PROVIDE POSITIVE DRAINAGE TO THE STORM SEWERS.
2. ALL DRIVEWAYS SHALL BE GRADED TO DIRECT RUNOFF DIRECTLY TO THE ROADS AND STORM SEWER.
3. UNDER NO CIRCUMSTANCES SHALL ANY RUNOFF FROM A CONSTRUCTED IMPERVIOUS SURFACE BE DISCHARGED DIRECTLY TO THE ON SITE WETLANDS.
4. THE MAXIMUM SLOPE SHALL BE A 3 HORIZONTAL TO 1 VERTICAL.
5. A POSITIVE SLOPE SHALL BE MAINTAINED AWAY FROM ALL STRUCTURES.

NOTE: 48 HOURS PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE U.F.P.O. TO LOCATE ALL UNDERGROUND UTILITIES. 1-800-962-7962

NO.	DATE	DESCRIPTION	BY
3	1/13/21	REVISED AS PER TDC COMMENTS	
2	2/3/21	REVISED AS PER TDC COMMENTS	
1	1/25/21	REVISED AS PER TDC COMMENTS	

BRETT L. STEENBURGH, P.E.
N.Y.S. LIC. NO. 095498

APPLICANT:
HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 489-9424

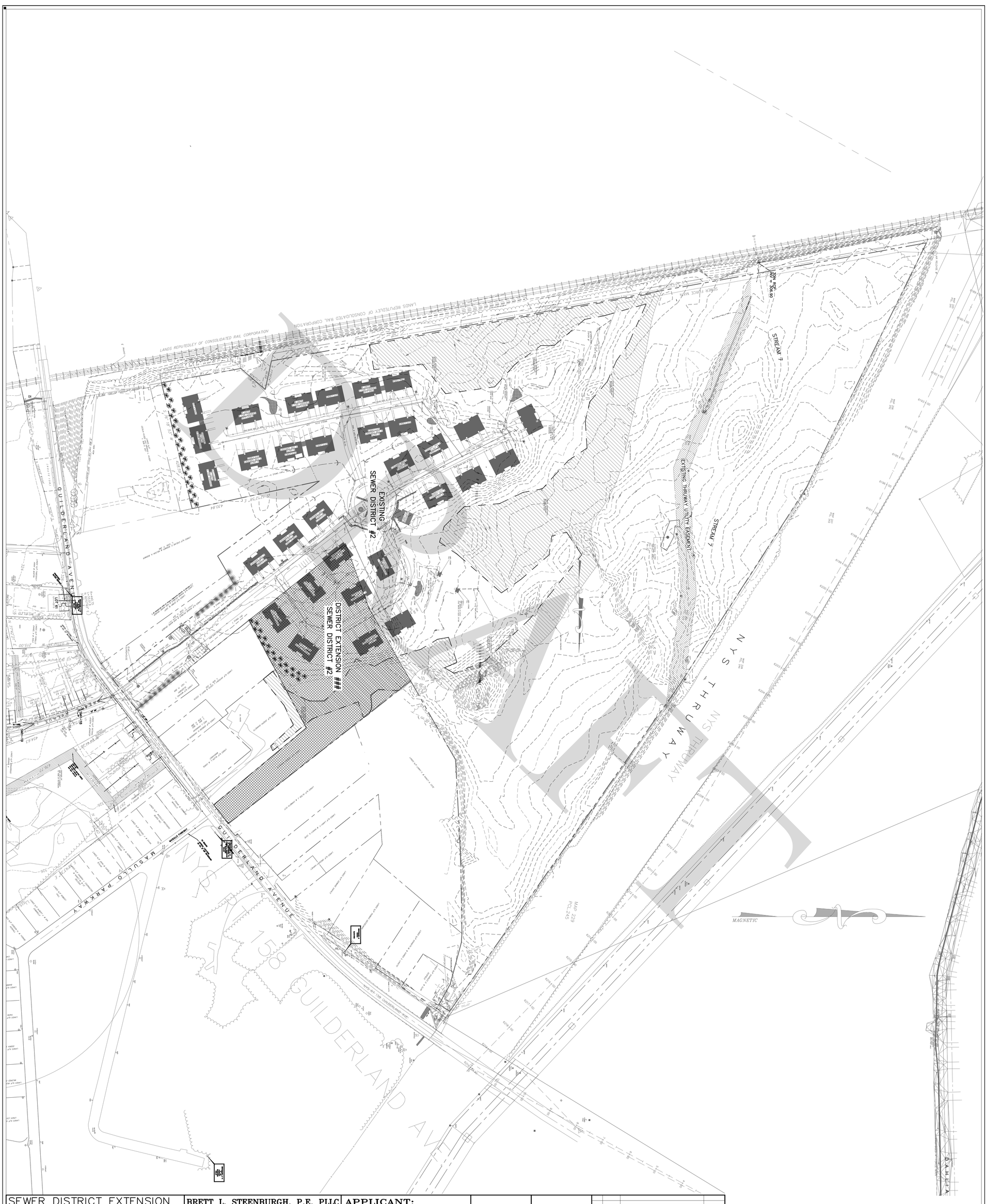
BRETT L. STEENBURGH, P.E. PLLC
2852 ROSENDALE ROAD
NISKAYUNA, NY 12309
(518) 385-0675
bsteenburgh@nycap.rr.com

CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING

UTILITY PLAN

HELDERBERG MEADOWS LLC
HELDERBERG MEADOWS
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY, STATE OF NEW YORK

DRAWN BY:	CHECKED BY:	JOB NO.	SCALE: 1" = 50'
BLS	BLS		SHEET C-3
CADD FILE:			
DATE: APRIL 16, 2020			



SEWER DISTRICT EXTENSION HELDERBERG MEADOWS LLC THE CONDOS AT HELDERBERG MEADOWS TOWN OF ROTTERDAM COUNTY OF SCHENECTADY STATE OF NEW YORK	BRETT L. STEENBURGH, P.E. PLLC 2832 ROSENDALE ROAD NISKAYUNA, NY 12309 (518) 365-0675 bsteenbu@nycap.rr.com CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING	APPLICANT: HELDERBERG MEADOWS LLC 1 WINNERS CIRCLE, SUITE 140 ALBANY, NY 12205 (518) 489-9424	BRETT L. STEENBURGH, P.E. N.Y.S. LIC. NO. 075458

DRAWN BY: BLS	CHECKED BY: BLS	SCALE: 1" = 50'
CADD FILE:	JOB NO.	
DATE: NOVEMBER 17, 2021		SHEET 1 OF 1

NO.	DATE:	REVISIONS	BY:
2	9/9/21	REVISED AS PER TOE COMMENTS	
1	1/25/21	REVISED AS PER TOE COMMENTS	

NOTE: 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL CONTACT THE U.F.P.O. TO LOCATE ALL UNDERGROUND UTILITIES. 1-800-962-7962

321

June 12, 2024

Stephen P. Walrath, L.S.

Land Surveying & Land Use Planning
Environmental Mapping

P.O. Box 381
122 Main Street
Altamont, NY 12009
518-986-0125
email: spwalrath3@gmail.com

SUGGESTED DESCRIPTION
Lands of
Development at Helderberg Meadows, LLC
Tax Map I.D. No. 58.19-1-10
Town of Rotterdam
County of Schenectady
5.09+/- Acres

All tract, piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and State of New York lying westerly of Guilderland Avenue and being more particularly bounded and described as follows:

Beginning at a point on the westerly highway boundary line of Guilderland Avenue at its intersection with the division line between the lands now or formerly of Douglas and Pamela Hoeffner (Book 1840 of Deeds, Page 137) on the south and east and the lands herein described on the north and west and running thence the following two (2) courses and distances along said division line:

1. N 34º26'50" W 398.42 feet to a point; and
2. S 67º10'10" W 218.50 feet to a point at its intersection with the division line between the lands now or formerly of Norman M. Alfieri (Book 1822 of Deeds, Page 466) on the east and the lands herein described on the west; running thence S 67º10'10" W 185.00 feet, along said division line, to a point at its intersection with the division line between the lands now or formerly of Development of Helderberg Meadows (Book 1814 of Deeds, Page 266) on the south and west and the lands herein described on the north and east; running thence the following three (3) courses and distances along said division line:

1. N 33º13'30" W 408.75 feet to a point;
2. N 75º18'00" E 227.34 feet to a point; and
3. N 65º34'30" E 278.14 feet to a point at its intersection with the division line between the lands now or formerly of Samalsat Din and Nadir Haidar (Book 2027 of Deeds at Page 175) on the north and the lands herein described on the south; running thence S 32º47'00" E 765.71 feet, along said division line, to a point at its intersection with the aforementioned westerly highway boundary line of Guilderland Avenue; running thence S 57º11'10" W 79.15 feet, along said westerly highway boundary line, to the point of beginning.

Containing 5.09 Acres of land, more or less.

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APPENDIX C.

Pump Station Design

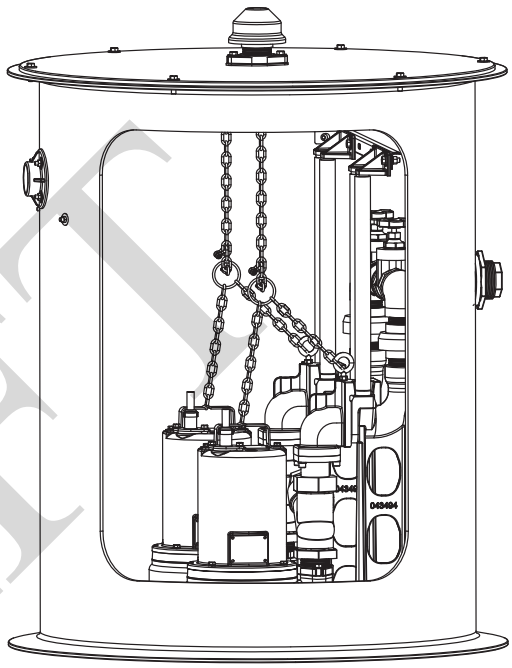
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Specifications:

inches (mm)

BASIN ..... Fiberglass w/ 3” (76) Ballast Support Flange
DISCHARGE ..... Polypropylene
Size ..... 1¼", 2", or 3" NPT, Female
INLET ..... 4” (102) Fiberglass Inlet Hub, (For Field Installation)
COVER:
Steel..... 48" Dia. Black Powder Coated, with 2" (51) Bug-Free Vent, Lockable Hinged Access Door and Stainless Steel Hinges and Hardware
Aluminum..... 48" Dia. with 2" Bug-Free Vent, Lockable Hinged Access Door and Stainless Steel Hinges and Hardware
Aluminum..... 36" Dia. Alum. 3/4 Hatch with Stainless Steel Hinges and Hardware (Frogmouth)
Fiberglass ..... One piece,Grass Green with 2" (51) Bug-Free Vent. 36" Dia. Basins Only
RAIL SYSTEM ..... 1" SCH40 Stainless Steel
BASE ELBOW FITTING:
Stationary ..... Cast Iron
Mounting..... Bolted to bottom of basin
VALVE:
Material ..... Gate-PVC (1¼”, 2") Ball-PP (3")
Size..... 1¼”, 2", or 3" NPT
SWING CHECK VALVE ON 3" UNITS:
Material ..... BR
Size..... 3"
ELECTRICAL..... 2" NPT Conduit Hub Qty (2) (For Field Installation)
EXTENSION HANDLE..... 3/8” Dia. (9.5) Stainless Steel (For Units 60" + Deeper)
LIFTING DEVICE ..... Stainless Steel Chain
HARDWARE ..... 300 Series Stainless Steel
DISCHARGE PIPING..... SCH80 PVC/PP
LEVEL CONTROLS:
Floats..... Quantity of four mechanical level controls, with N.O. contacts polypropylene housings with 18-2, SJOW cord with adjustable float weights, suspended from stainless steel float rack
MOVABLE SUB-ASSEMBLY: (For field installation)
Discharge Piping.... Stainless Steel
Ball Check Valve.... Included on 1¼” and 2" units
Material CI

SWPA MEMBER



Duplex Fiberglass Lift Station:

Rail Pipe

1¼" NPT Discharge, or
2" NPT Discharge, or
3" NPT Discharge

WARNING:
CANCER AND REPRODUCTIVE HARM - WWW.P65WARNINGS.CA.GOV

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Pre-Packaged Fiberglass Systems

I&O Manual

1. Diameter
- ☐ 36” (.9m)
- ☐ 48" (1.2m)

2. Depth
- ☐ 48” (1.2m)(1-1/4" and 2" Discharge ONLY)
- ☐ 60” (1.5m)
- ☐ 72” (1.8m)
- ☐ 84” (2.1m)
- ☐ 96” (2.4m)

3. Level Control
- ☐ Individual Suspended Floats

4. Cover Type
Cover Restrictions:
- ☐ 36” (.9m) Solid Fiberglass
- ☐ 36” (.9m) Aluminum 3/4 Hatch
- ☐ 48” (1.2m) Steel
- ☐ 48” (1.2m) Aluminum Hatch

5. Sensor Options
Sensor Restrictions:
a.) PGPP & PGPH **CANNOT** Use Moisture Sensors.
- ☐ Temperature Only
- ☐ Moisture and Temperature

6. Inlet Type
- ☐ 4” (102mm) SCH 40/80 Fiberglass Inlet Hub

7. Lifting Device
- ☐ Stainless Steel Chain

8. Pump (OPTIONAL)
- See online ePump configurator to build a station with or without a pump

9. Panel (OPTIONAL)
- See online ePump configurator to build a station with or without a panel

NOTE: Pump and panel are shipped loose when configured with station.

DRAFT

Word File

Pre-Packaged Fiberglass Systems

DESCRIPTION: The manufacturer shall furnish a complete Pump Station(s). The pump station shall consist of a basin package, pump and control panel.

- The Basin Package shall include the following: fiberglass basin with anti-flotation collar, BAF lift out system with stainless steel guide rails, isolation valve, mechanical floats, basin cover, check valve, stainless lifting chain, field locatable conduit fitting, and bug free station vent. All equipment in the wet well shall be capable of constant submerge in sewage to a minimum depth of 30 feet without electrical power being energized.
- The Control Panel (optional) shall include a NEMA 4X weather tight thermoplastic enclosure with removable mounting flanges. The panel shall have alternating action that equalizes pump wear. In addition to the alternating pump control, this system provides override control should either pump fail. The panel shall have indicators showing pump run, float status, and control/alarm power indicators. The high level alarm shall consist of a horn for audio warning, as well as a top mounted red beacon. The interior of the panel shall consist of magnetic motor contactors, circuit breakers, terminal blocks for customer connection of power, pump leads, and level switches, and hand-off-automatic switches are provided for manual operation of the pumps.
- The Pump (optional) shall include a Barnes Grinder, Effluent, or Sewage Ejector, and shall be selected based on the hydraulic requirements of the system.

SHOP DRAWINGS AND MANUALS: After receipt of notice to proceed, the manufacturer shall furnish the engineer a minimum of eight (8) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The engineer shall promptly review this data, and return two (2) copies to the manufacturer as approved, or approved as noted. Upon receipt of accepted shop drawings, the manufacturer shall proceed with order entry and fabrication of the equipment. Prior to completion of equipment delivery, the manufacturer shall supply four (4) copies of Operation and Maintenance Manuals to the owner, and one (1) copy of the same to the engineer.

PRE-APPROVAL OF MANUFACTURER: The system design is detailed in the drawings. Any pump manufacturer not specified, but wishing to be pre-approved as an acceptable supplier shall submit a complete hydraulic analysis based on the design detailed in the drawings at least fifteen days prior to bid date. All manufacturers must have been in the business of manufacturing complete pump stations for a minimum of ten years. Manufacturer Representatives, Distributors, or Packagers will not be considered to be manufacturers. Manufacturer must demonstrate to the satisfaction of engineer that the proposed pump equipment will meet system flows and heads required. In addition, pre-submittal must also demonstrate to the satisfaction of the engineer that the equipment being proposed meets or exceeds all performance and safety requirements, materials of construction, and user benefits of the specified equipment. Only pre-approved pump station manufacturers will be considered. All bids utilizing manufacturers not pre-approved will be considered non-responsive.

ACCEPTABLE MANUFACTURER(S): Acceptable pump station manufacturer(s) are Barnes pumps as manufactured by Crane Pumps & Systems., or pre-approved equal.

CORROSION PROTECTION: All materials exposed to wastewater shall have inherent corrosion protection: i.e., painted cast iron, fiberglass, stainless steel, PVC.

STATION CONFIGURATION: Basins shall be supplied in a wet well configuration.

LEVEL DETECTION: Level detection for controlling the pump and alarm operation shall be accomplished by use of a detection mechanism specifically designed for use in a sewage system and shall be removable without the need to remove the pump. Switches utilized in the system shall be hermetically sealed in a submersible, watertight protective casing. Level detection mechanism shall be suspended mechanical floats with adjustable weights for sight specific settings to provide switch protection from solids, greases, oils, and fats. Level detection mechanism shall not require any regular, preventive maintenance. The level detection mechanism shall consist of four (Duplex) switches, one for each function (HIGH WATER ALARM, LEAD PUMP ON, LAG PUMP ON, ALL PUMPS OFF). The level controls shall be serviceable without the need for a confined space entry as defined by OSHA or the need to remove the pump. Use of mercury floats will not be acceptable.

SHUT-OFF VALVE: The pump discharge shall be equipped with a factory installed, manual valve with separate union. Valves shall be, constructed of (Gate-PVC(1-1/4" and 2") Ball-PP (3")) , with a minimum rated pressure of 150 PSI (10.6 kgs/sq. meter). All valves shall be operable from ground level. Shut off valve must be replaceable without excavating basin exterior. Shut off valves shall be each equal to the size of the station discharge.

BASIN CONSTRUCTION AND ASSEMBLY: The basin shall be fiberglass reinforced polyester resin with a 3" (76.2 mm) ballast support flange. The basin shall be furnished with one flexible inlet flange (shipped loose to facilitate field location) to accept a 4.50" (114 mm) OD DWV pipe. Inlet location can vary to accommodate ease of installation. (See installation instructions or consult factory for details.) Basin capacities and dimensions shall be as shown on the contract drawings or as specified herein. The basin FRP wall laminate thickness shall vary with the wetwell depth to provide the aggregate strength to meet the tensile and flexural physical property requirements. The basin FRP wall laminate must be designed to withstand wall collapse or buckling based on a hydrostatic pressure of pounds per square foot, a saturated soil weight of 120 pounds per cubic foot, a soil modulus of 700 pounds per square foot. Basin must comply with the pipe stiffness values as specified in ASTM D 3753. The basin laminate must be constructed to withstand or exceed 150% of the assumed loading on any depth. The finished FRP laminate will have a Barcol hardness of at least 90% of the resin manufactures specified hardness for the fully cured resin. The Barcol Hardness shall be the same for both interior and exterior surfaces. Manufacture must submit documentation including calculation and production certification that basin (s) on the project are in compliance with the above requirements.

All piping inside the basin silhouette shall be at a level in the station that is lower than the frost depth or depth of bury specified for the low pressure sewer piping, whichever is lowest.

Fiberglass cover shall be grass green color. Steel cover shall be black in color. Aluminum cover shall be natural silver color.

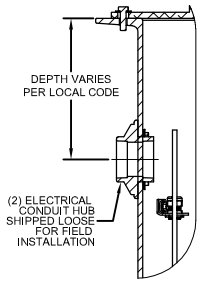
All discharge piping shall be constructed of Schedule 80 PVC and terminate outside the stations with a bulkhead female NPT fitting. The manufacturer shall guarantee all bulkhead penetrations watertight.

PUMP REMOVAL SYSTEM: Each basin shall be equipped with a 300 series stainless steel pipe guide rail assembly to facilitate removal of the pump(s) from ground level. A stainless steel lifting chain with harness shall be supplied for pump removal. Pump removal system must not require the loosening of fasteners to facilitate pump removal, and shall provide for automatic alignment and re-connection of discharge piping for the replacement pump. Pump replacement shall be accomplished while the basin is full of sewage without the need to dewater the basin.

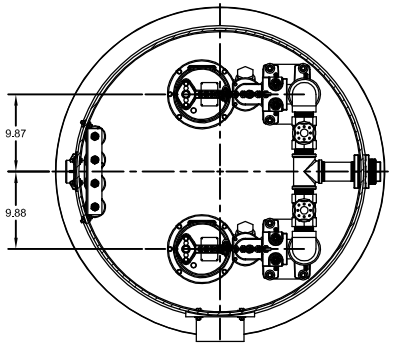
WARRANTY: The manufacturer shall provide a warranty of twenty-four (24) months after date of manufacture. The owner will return any equipment found to be defective to the manufacturer for inspection and validation of the defect. Defective equipment will be repaired or replaced and shipped back to customer at no charge. Consult factory for extended warranty information.

End

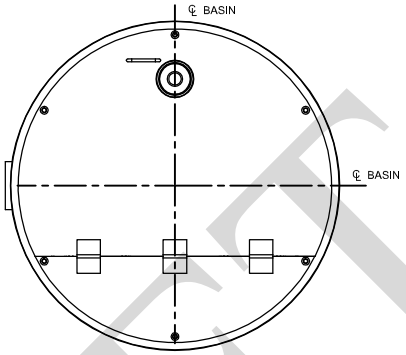
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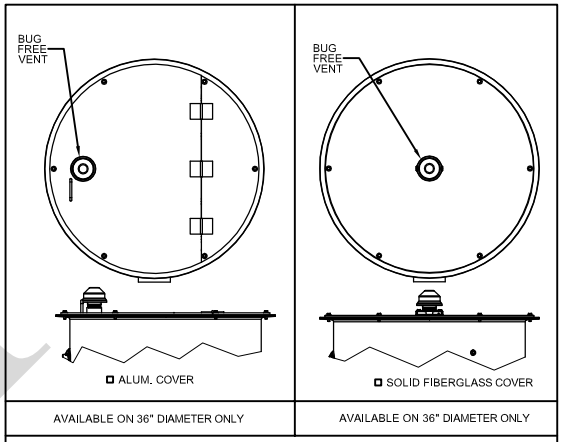


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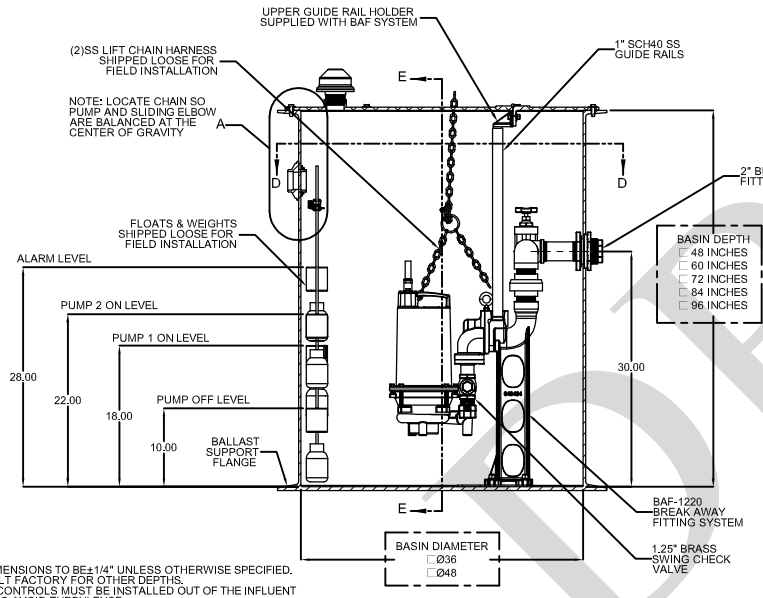


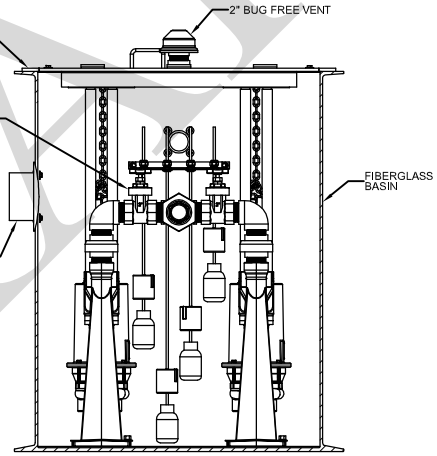
SECTION D-D





BASIN COVER OPTIONS





SECTION E-E

NOTES:
1. ALL DIMENSIONS TO BE±1/4" UNLESS OTHERWISE SPECIFIED.
2. CONSULT FACTORY FOR OTHER DEPTHS.
3. LEVEL CONTROLS MUST BE INSTALLED OUT OF THE INFLUENT FLOW TO AVOID TURBULENCE.
4. ELECTRICAL CONDUIT & FITTINGS TO BE INSTALLED ACCORDING TO STATE AND LOCAL CODES.

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SHEET 1 OF 1

TITLE: DUPLEX, PACKAGE, BAF-1220

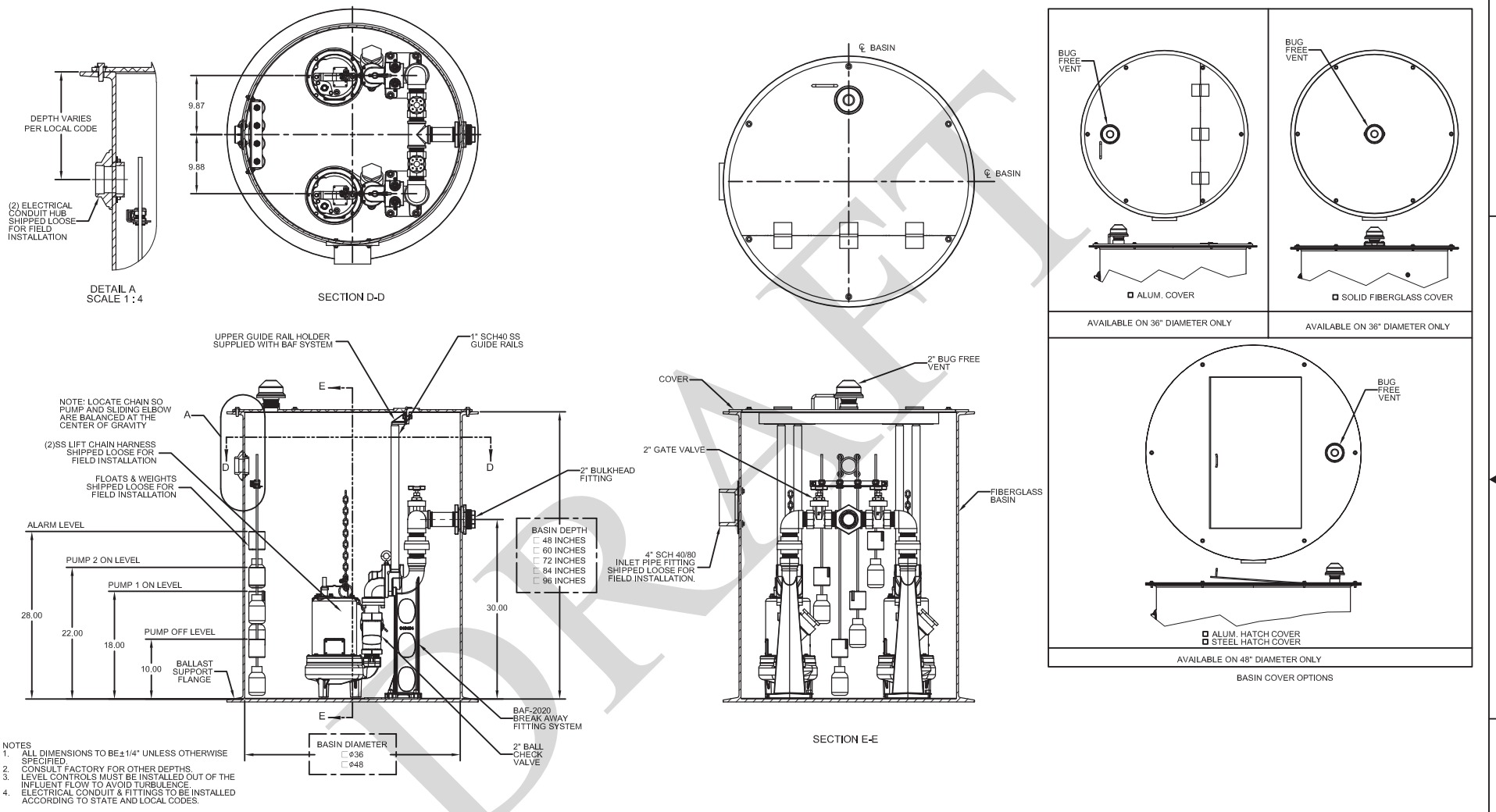
CAGE NO: 96046

DWG NO: CD137092

REV: B

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PROSSER/ENPO · WEINMAN · DEMING



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SHEET 1 OF 1

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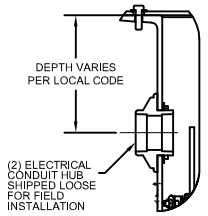
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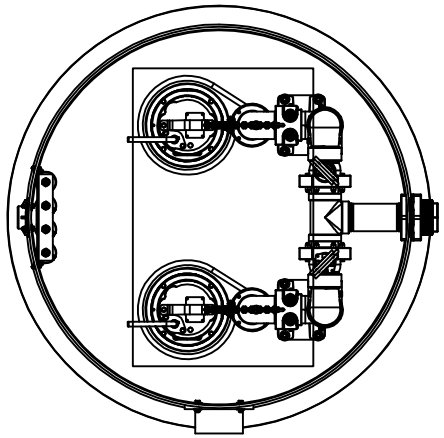
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CRANE PUMPS & SYSTEMS

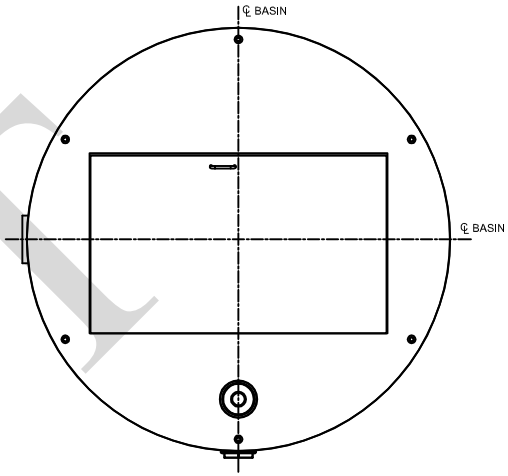
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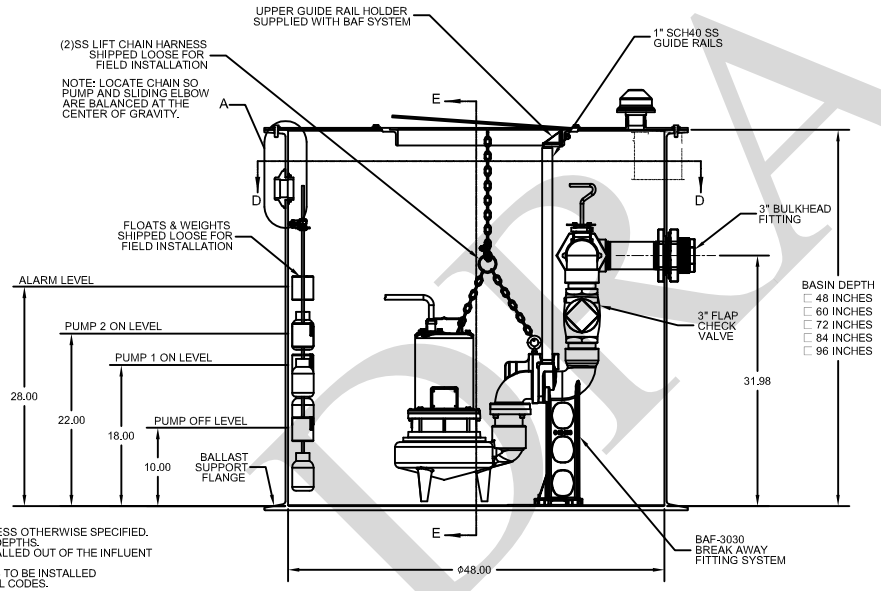


DETAIL A
SCALE 1 : 4

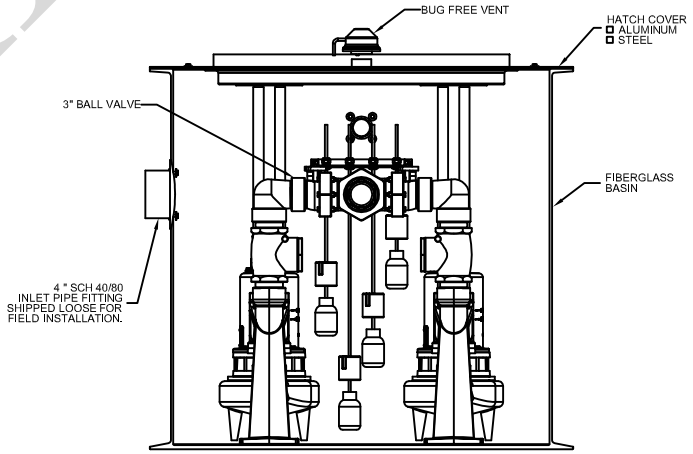


SECTION D-D





NOTES:
1. ALL DIMENSIONS TO BE±1/4" UNLESS OTHERWISE SPECIFIED.
2. CONSULT FACTORY FOR OTHER DEPTHS.
3. LEVEL CONTROLS MUST BE INSTALLED OUT OF THE INFLUENT FLOW TO AVOID TURBULENCES.
4. ELECTRICAL CONDUIT & FITTINGS TO BE INSTALLED ACCORDING TO STATE AND LOCAL CODES.



SECTION E-E

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SHEET 1 OF 1

TITLE: DUPLEX, PACKAGE, BAF-3030 W/ HATCH COVER

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DWG NO: CD137094

REV: B

CRANE PUMPS & SYSTEMS

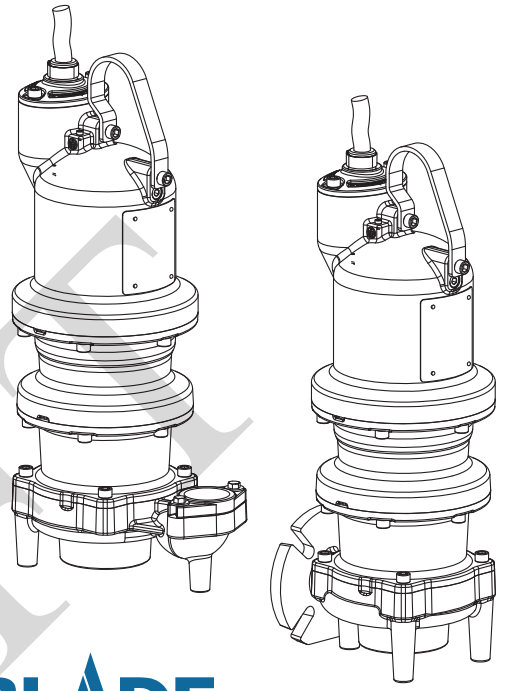
BURKS PUMPS · BARNES · SELLERS
PROSSER/ENPO · WEINMAN · DEMING

Specifications:

DISCHARGE:		
	NGV Vertical	2" NPT
	NGVH Flange	2"/2.50"/3", Horizontal
	NGVHH Flange	2.50"/3", Horizontal
LIQUID TEMPERATURE		104°F (40°C) Continuous
VOLUTE		Cast Iron ASTM A-48, Class 30
MOTOR HOUSING		Cast Iron ASTM A-48, Class 30
SEAL PLATE		Cast Iron ASTM A-48, Class 30
IMPELLER:	*Design*	12 Vane,Vortex, With Pump Out Vanes On Back Side. Dynamically Balanced, ISO G6.3
	Material	Cast Iron ASTM A-48, Class 30
SHREDDING RING		Hardened 440C Stainless Steel, Rockwell® C-55
CUTTER		Hardened 440C Stainless Steel, Rockwell® C-55
SHAFT		416 Stainless Steel
SQUARE RINGS		Buna-N
HARDWARE		300 Series Stainless Steel
PAINT		Axalta™ Corlar® Epoxy, Two Coats
SEAL:	*Design*	Tandem Mechanical, Oil Filled Reservoir
	Material	Rotating Faces - Carbon Stationary Faces - Ceramic Elastomer - Buna-N Hardware -300 Series Stainless
CORD ENTRY		Custom Molded, Quick Connected for Sealing and Strain Relief
POWER CORD		CSA Certified Submersible Power Cable 2000V - Ordered Separately
UPPER BEARING:		
	Design	Single Row, Ball, Oil Lubrication
	Load	Radial
LOWER BEARING:		
	Design	Double Row, Ball, Oil Lubrication
	Load	Radial & Thrust
MOTOR:	*Design*	NEMA B Three Phase Torque Curve Oil-Filled, Squirrel Cage Induction, Inverter Duty rated per NEMA MG1
	Insulation	Class H Varnish & Magnet Wire
SINGLE PHASE		Requires overload protection to be included in control panel. Requires start components to be included in panel. Provided with pump
THREE PHASE		Requires overload protection to be included in control panel
MOISTURE SENSORS		Normally Open (N/O), Requires relay in control panel
TEMPERATURE SENSOR		Normally Closed (N/C) To be wired in series with control circuit
OPTIONAL EQUIPMENT		Seal Material, Impeller Trims, Cord Length, Leg Kit, 3" Spool Kit

C SP US
LR16567

SWPA MEMBER



BLADE

Series: NGV
3, 5 , 7.5 & 10HP,
3450RPM, 60Hz

Sample Specification

DESCRIPTION:

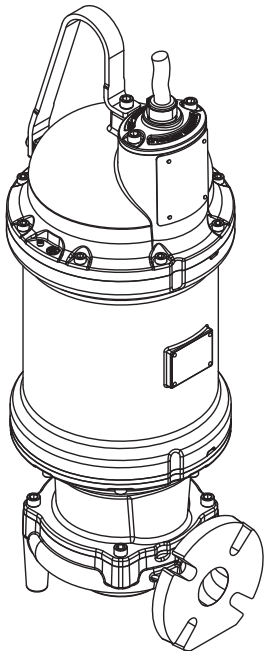
THE GRINDER PUMP IS DESIGNED TO **REDUCE** DOMESTIC, COMMERCIAL, INSTITUTIONAL AND LIGHT INDUSTRIAL SEWAGE TO A FINELY GROUND SLURRY.

WARNING:
CANCER AND REPRODUCTIVE HARM - WWW.P65WARNINGS.CA.GOV

DRAFT

Submersible Grinder Pumps

I&O Manual



BLADE

Series: NGV
15HP,
3450RPM, 60Hz

Sample Specification

DESCRIPTION:

THE GRINDER PUMP IS DESIGNED TO **REDUCE** DOMESTIC, COMMERCIAL, INSTITUTIONAL AND LIGHT INDUSTRIAL SEWAGE TO A FINELY GROUND SLURRY.

WARNING:
CANCER AND REPRODUCTIVE HARM - WWW.P65WARNINGS.CA.GOV

Specifications:

DISCHARGE:		
	Flange	2.50"/3", Horizontal
LIQUID TEMPERATURE		104°F (40°C) Continuous
VOLUTE		Cast Iron ASTM A-48, Class 30
MOTOR HOUSING		Cast Iron ASTM A-48, Class 30
SEAL PLATE		Cast Iron ASTM A-48, Class 30
IMPELLER:	*Design*	12 Vane,Vortex, With Pump Out Vanes On Back Side. Dynamically Balanced, ISO G6.3
	Material	Cast Iron ASTM A-48, Class 30
SHREDDING RING		Hardened 440C Stainless Steel, Rockwell® C-55
CUTTER		Hardened 440C Stainless Steel, Rockwell® C-55
SHAFT		416 Stainless Steel
SQUARE RINGS		Buna-N
HARDWARE		300 Series Stainless Steel
PAINT		Axalta™ Corlar® Epoxy, Two Coats
SEAL:	*Design*	Tandem Mechanical, Oil Filled Reservoir
	Material	Rotating Faces - Carbon Stationary Faces - Ceramic Elastomer - Buna-N Hardware -300 Series Stainless
CORD ENTRY		Custom Molded, Quick Connected for Sealing and Strain Relief
POWER CORD		CSA Certified Submersible Power Cable 2000V - Ordered Separately
UPPER BEARING:		
	Design	Single Row, Ball, Oil Lubrication
	Load	Radial
LOWER BEARING:		
	Design	Double Row, Ball, Oil Lubrication
	Load	Radial & Thrust
MOTOR:	*Design*	NEMA B Three Phase Torque Curve Oil-Filled, Squirrel Cage Induction, Inverter Duty rated per NEMA MG1
	Insulation	Class H Varnish & Magnet Wire
SINGLE PHASE		Requires overload protection to be included in control panel. Requires start components to be included in panel. Provided with pump
THREE PHASE		Requires overload protection to be included in control panel
MOISTURE SENSORS		Normally Open (N/O), Requires relay in control panel
TEMPERATURE SENSOR		Normally Closed (N/C) To be wired in series with control circuit
OPTIONAL EQUIPMENT		Seal Material, Impeller Trims, Cord Length, Leg Kit

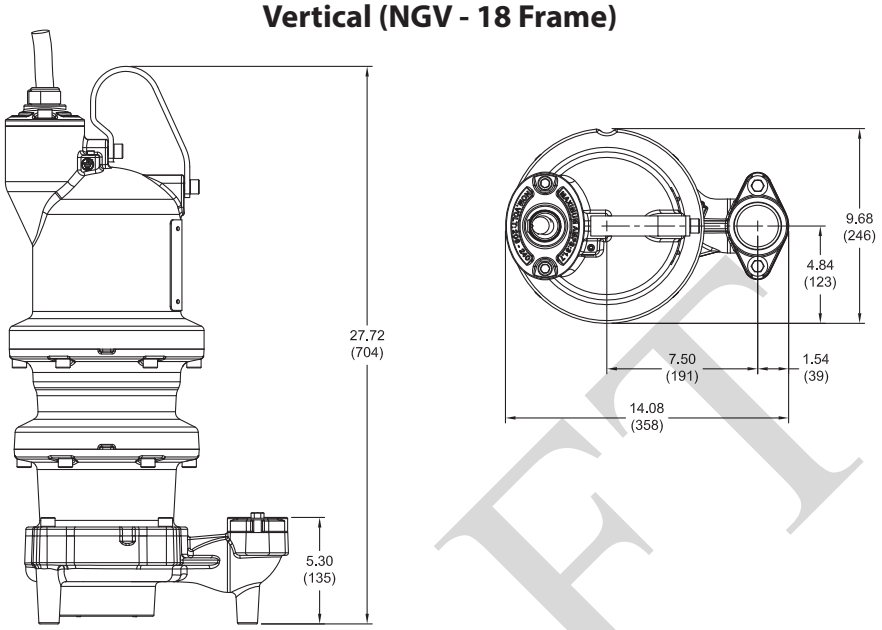
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LR16567

SWPA MEMBER

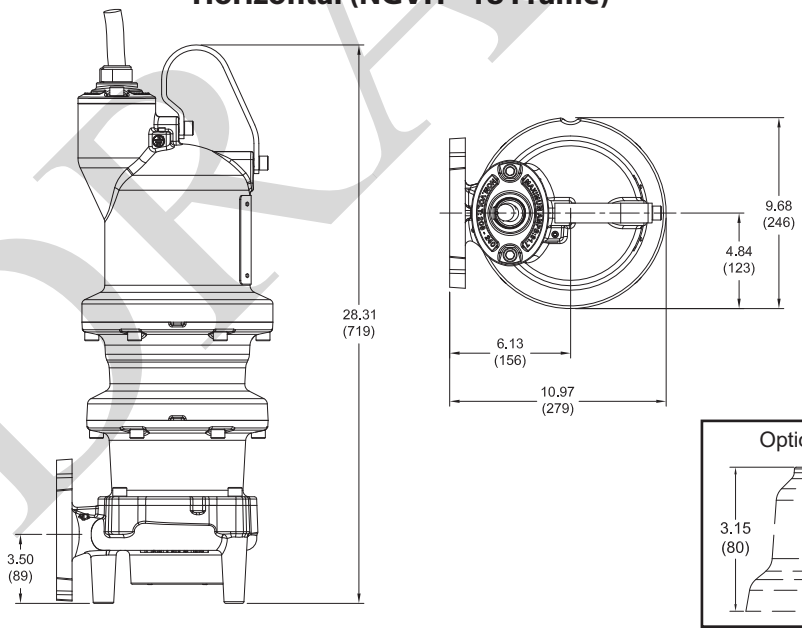
DRAFT

Vertical (NGV - 18 Frame)

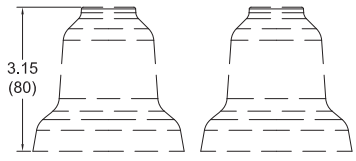
inches (mm)



Horizontal (NGVH - 18 Frame)



Optional Leg Kit - p/n 125506



DRAFT

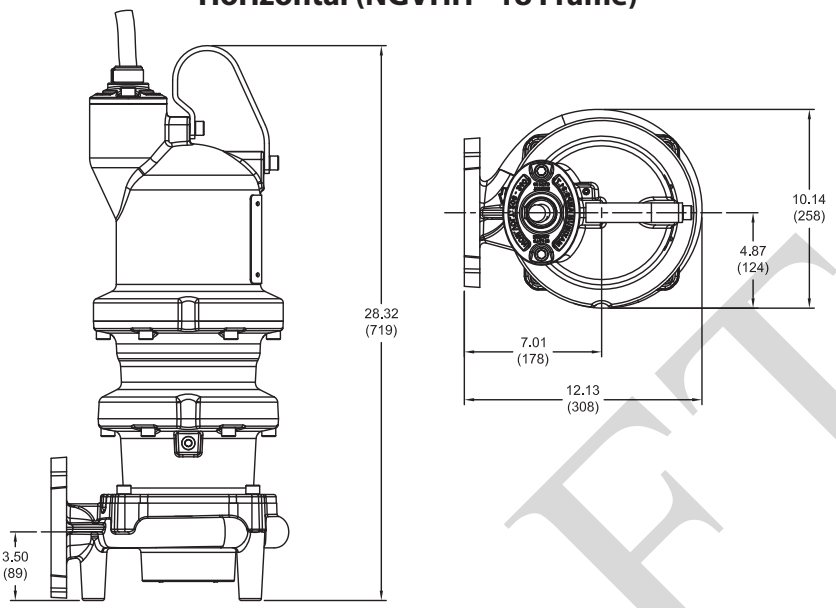
IMPORTANT !

1.) MOISTURE AND TEMPERATURE SENSORS MUST BE CONNECTED TO VALIDATE THE WARRANTY.
2.) A SPECIAL MOISTURE SENSOR RELAY IS REQUIRED IN THE CONTROL PANEL FOR PROPER OPERATION OF THE MOISTURE SENSORS. CONTACT BARNES PUMPS FOR INFORMATION CONCERNING MOISTURE SENSING RELAYS FOR CUSTOMER SUPPLIED CONTROL PANELS.
3.) THESE PUMPS ARE CSA LISTED FOR PUMPING WATER AND WASTEWATER. **DO NOT USE TO PUMP FLAMMABLE LIQUIDS**.
4.) INSTALLATIONS SUCH AS DECORATIVE FOUNTAINS OR WATER FEATURES PROVIDED FOR VISUAL ENJOYMENT MUST BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ANSI/NFPA 70 AND/OR THE AUTHORITY HAVING JURISDICTION. THIS PUMP IS NOT INTENDED FOR USE IN SWIMMING POOLS, RECREATIONAL WATER PARKS, OR INSTALLATIONS IN WHICH HUMAN CONTACT WITH PUMPED MEDIA IS A COMMON OCCURRENCE.
5.) THIS PUMP IS NOT APPROPRIATE FOR THOSE APPLICATIONS SPECIFIED AS CLASS 1 DIVISION 1 HAZARDOUS LOCATIONS.

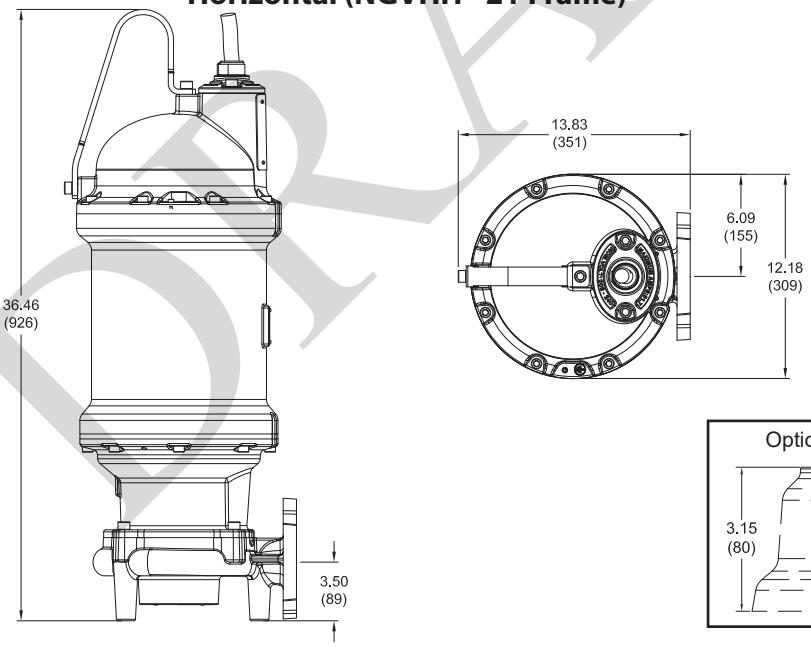
Submersible Grinder Pumps

Horizontal (NGVHH - 18 Frame)

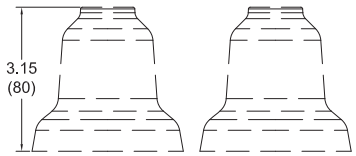
inches (mm)



Horizontal (NGVHH - 21 Frame)



Optional Leg Kit - p/n 125506



IMPORTANT !

1.) MOISTURE AND TEMPERATURE SENSORS MUST BE CONNECTED TO VALIDATE THE WARRANTY.
2.) A SPECIAL MOISTURE SENSOR RELAY IS REQUIRED IN THE CONTROL PANEL FOR PROPER OPERATION OF THE MOISTURE SENSORS. CONTACT BARNES PUMPS FOR INFORMATION CONCERNING MOISTURE SENSING RELAYS FOR CUSTOMER SUPPLIED CONTROL PANELS.
3.) THESE PUMPS ARE CSA LISTED FOR PUMPING WATER AND WASTEWATER. **DO NOT USE TO PUMP FLAMMABLE LIQUIDS**.
4.) INSTALLATIONS SUCH AS DECORATIVE FOUNTAINS OR WATER FEATURES PROVIDED FOR VISUAL ENJOYMENT MUST BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ANSI/NFPA 70 AND/OR THE AUTHORITY HAVING JURISDICTION. THIS PUMP IS NOT INTENDED FOR USE IN SWIMMING POOLS, RECREATIONAL WATER PARKS, OR INSTALLATIONS IN WHICH HUMAN CONTACT WITH PUMPED MEDIA IS A COMMON OCCURRENCE.
5.) THIS PUMP IS NOT APPROPRIATE FOR THOSE APPLICATIONS SPECIFIED AS CLASS 1 DIVISION 1 HAZARDOUS LOCATIONS.

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Submersible Grinder Pumps

	MODEL NO	PART NO	HP	VOLT	PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	SERVICE FACTOR	LOCKED ROTOR AMPS	DRIVER FRAME	CORD P/N ▲	CORD SIZE	CORD O.D.
BLADE NGV Pump - Vertical	NGV3072	141339N	3.0	208	1	60	3450	J	25.0	1.0	113.2	18	125496	12/4 - 18/4	.86 ± .02
				230				M	23.2		131.2				
	NGV30N2	141340N	3.0	208	3	60	3450	P	12.1	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
				230					12.6		95.2				
				460					6.3		47.6		125497	12/4 - 18/4	.86 ± .02
	NGV3052	141342N	3.0	575	3	60	3450	P	5.0	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
	NGV5072	141343N	5.0	208	1	60	3450	E	34.1	1.0	113.2	18	125498	8/4 - 18/4	1.12 ± .02
				230				G	29.9		131.2				
	NGV50N2	141344N	5.0	208	3	60	3450	J	17.8	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
				230					16.0		95.2		125497	12/4 - 18/4	.86 ± .02
				460					8.0		47.6				
	NGV5052	141346N	5.0	575	3	60	3450	J	6.4	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
	NGV75N2	141347N	7.5	208	3	60	3450	M	28.0	1.0	173.9	18	125496	12/4 - 18/4	.86 ± .02
				230					28.2		201.0		125497	12/4 - 18/4	.86 ± .02
				460					14.1		100.5				
	NGV7552	141349N	7.5	575	3	60	3450	M	11.3	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02

IMPORTANT !
Moisture and Temperature sensor leads are integral to power cord.
Pump rated for operation at ± 10% voltage at motor.
▲ Cord Suffix: XC - 30 Feet, XF - 50 Feet, XJ - 75 Feet, or XL - 100 Feet.
▲ Cord sold separately.
Single Phase pumpes require start components to be included in panel. Provided with pump.

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Submersible Grinder Pumps

BLADE NGVH Pump - Horizontal														
MODEL NO	PART NO	HP	VOLT	PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	SERVICE FACTOR	LOCKED ROTOR AMPS	DRIVER FRAME	CORD P/N ▲	CORD SIZE	CORD O.D.
NGVH3072	141350N	3.0	208	1	60	3450	J	25.0	1.0	113.2	18	125496	12/4 - 18/4	.86 ± .02
			230				M	23.2		131.2				
NGVH30N2	141351N	3.0	208	3	60	3450	P	12.1	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
			230					12.6		95.2				
			460					6.3		47.6		125497	12/4 - 18/4	.86 ± .02
NGVH3052	141353N	3.0	575	3	60	3450	P	5.0	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
NGVH5072	141354N	5.0	208	1	60	3450	E	34.1	1.0	113.2	18	125498	8/4 - 18/4	1.12 ± .02
			230				G	29.9		131.2				
NGVH50N2	141355N	5.0	208	3	60	3450	J	17.8	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
			230					16.0		95.2				
			460					8.0		47.6		125497	12/4 - 18/4	.86 ± .02
NGVH5052	141357N	5.0	575	3	60	3450	J	6.4	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
NGVH75N2	141358N	7.5	208	3	60	3450	M	28.0	1.0	173.9	18	125496	12/4 - 18/4	.86 ± .02
			230					28.2		201.0				
			460					14.1		100.5		125497	12/4 - 18/4	.86 ± .02
NGVH7552	141360N	7.5	575	3	60	3450	M	11.3	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02

NOTE: A 3" Pipe Spool Kit is recommended for use of a NGVH with a 3x3 BAF.

IMPORTANT !
Moisture and Temperature sensor leads are integral to power cord.
Pump rated for operation at ± 10% voltage at motor.
▲ Cord Suffix: XC - 30 Feet, XF - 50 Feet, XJ - 75 Feet, or XL - 100 Feet.
▲ Cord sold separately.
Single Phase pumpes require start components to be included in panel. Provided with pump.

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Submersible Grinder Pumps

	MODEL NO	PART NO	HP	VOLT	PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	SERVICE FACTOR	LOCKED ROTOR AMPS	DRIVER FRAME	CORD P/N ▲	CORD SIZE	CORD O.D.
BLADE NGVHH Pump - Horizontal	NGVHH75N2	143385N	7.5	208	3	60	3450	M	28.0	1.0	173.9	18	125496	12/4 - 18/4	.86 ± .02
				230					28.2		201.0				
				460					14.1		100.5		125497	12/4 - 18/4	.86 ± .02
	NGVHH7552	143386N	7.5	575	3	60	3450	M	11.3	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02
	NGVHH100N2	143387N	10.0	208	3	60	3450	K	37.0	1.0	173.9	18	125498	8/4 - 18/4	1.12 ± .02
				230					34.8		201.0				
				460					17.4		100.5		125497	12/4 - 18/4	.86 ± .02
	NGVHH10052	143388N	10.0	575	3	60	3450	K	13.9	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02
	NGVHH150N2	141375N	15.0	208	3	60	3450	E	59.0	1.0	195.7	21	125498	8/4 - 18/4	1.12 ± .02
				230					57.1						
				460					28.5		88.5		125497	12/4 - 18/4	.86 ± .02
	NGVHH15052	141377N	15.0	575	3	60	3450	E	22.8	1.0	70.8	21	125497	12/4 - 18/4	.86 ± .02

NOTE: A 3" Pipe Spool Kit is recommended for use of a NGVHH with a 3x3 BAF.

IMPORTANT !
Moisture and Temperature sensor leads are integral to power cord.
Pump rated for operation at ± 10% voltage at motor.
▲ Cord Suffix: XC - 30 Feet, XF - 50 Feet, XJ - 75 Feet, or XL - 100 Feet.
▲ Cord sold separately.

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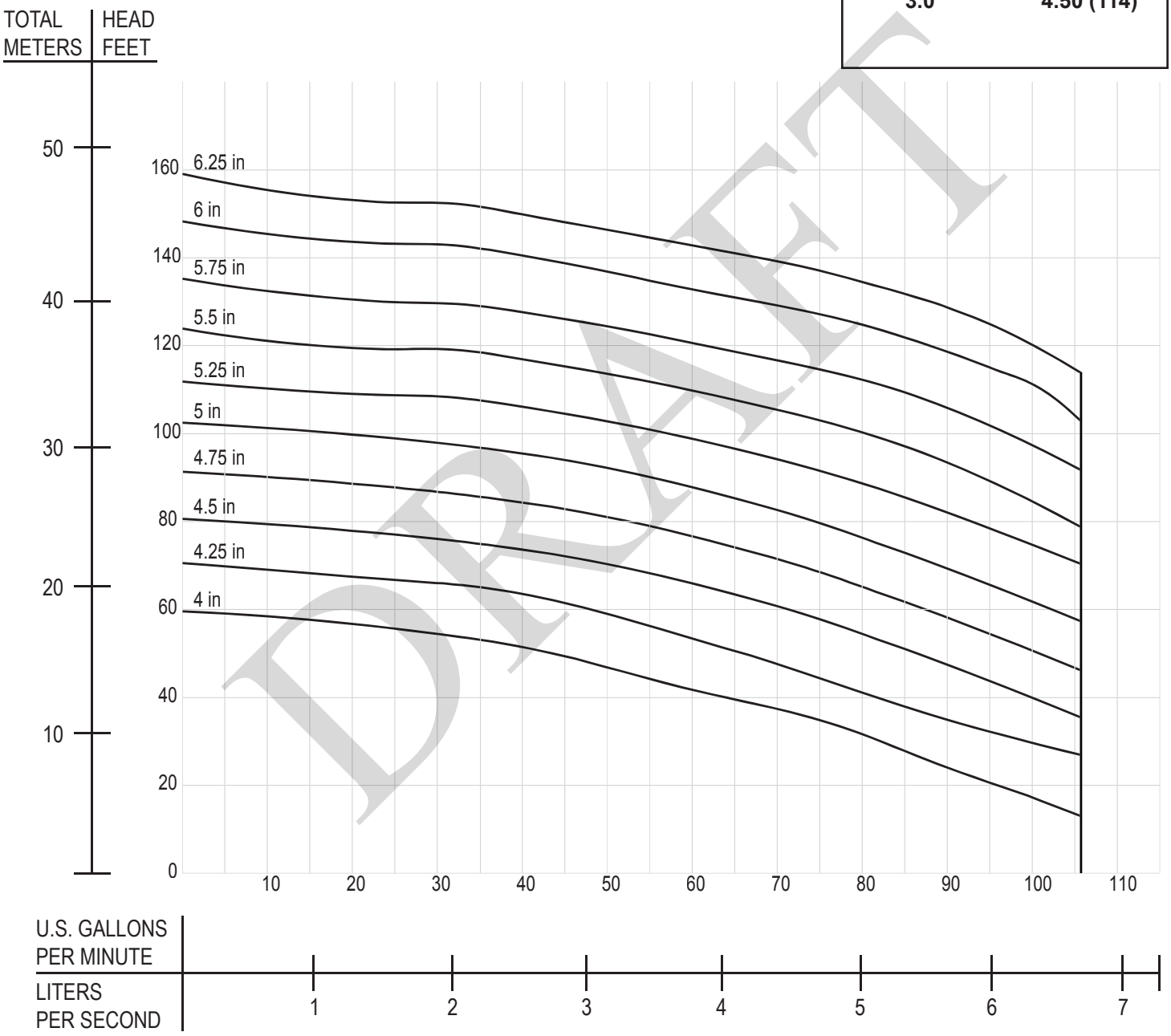
BLADE Series NGV / NGVH

Performance Curve
3, 5 & 7.5HP, 3450RPM, 60Hz

BARNES®
www.cranepumps.com

Submersible Grinder Pumps

STANDARD IMPELLER SIZES	
Pump HP	**Impeller Dia. in. (mm)**
7.5	**6.25 (159)**
5.0	**5.25 (133)**
3.0	**4.50 (114)**



DRAFT

Testing is performed with water, specific gravity 1.0 @ 68° F @ (20°C), other fluids may vary performance

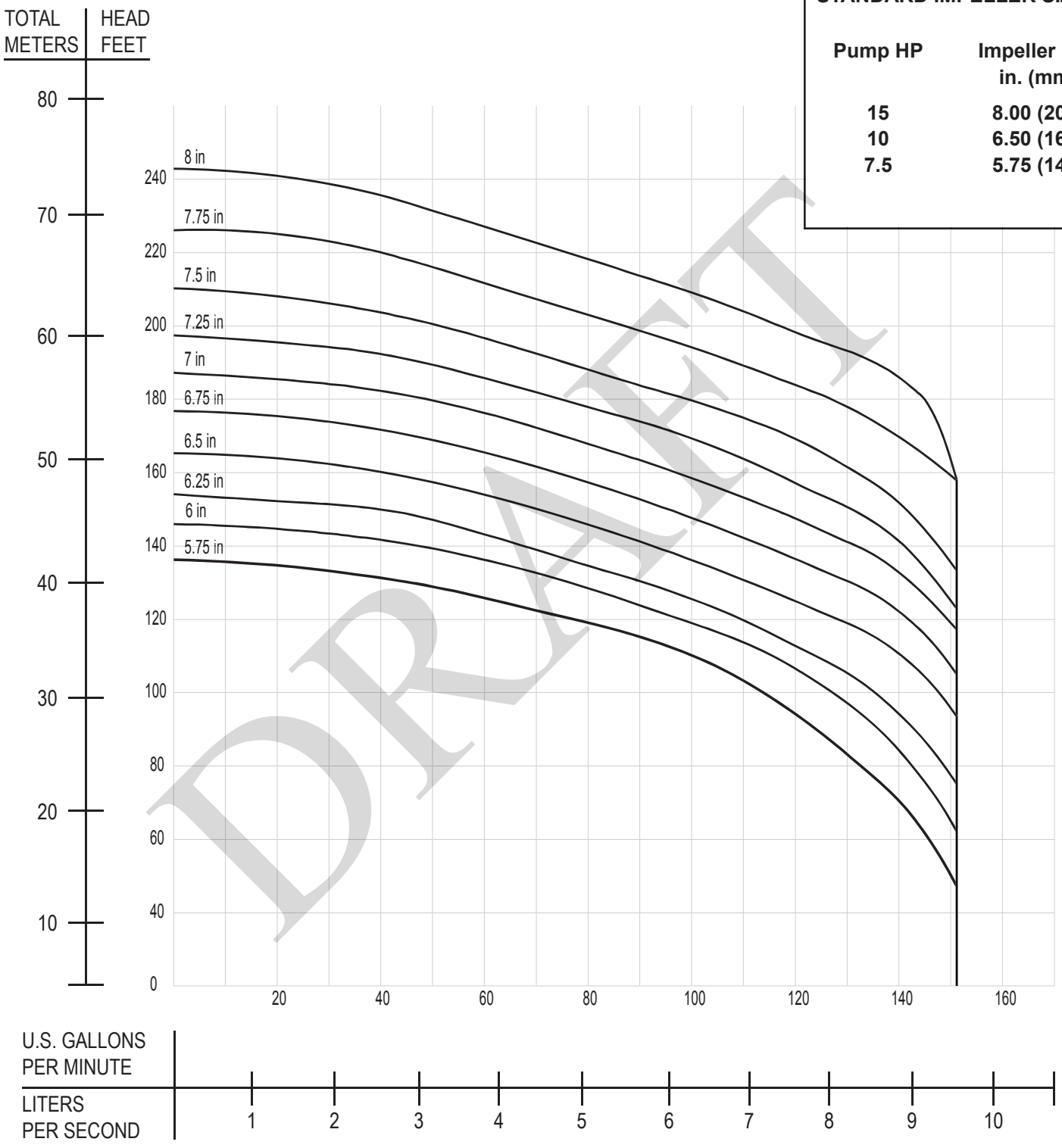
BLADE Series NGVHH

Performance Curve
7.5, 10 & 15HP, 3450RPM, 60Hz

Submersible Grinder Pumps

STANDARD IMPELLER SIZES

Pump HP	Impeller Dia. in. (mm)
15	8.00 (203)
10	6.50 (165)
7.5	5.75 (146)



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Testing is performed with water, specific gravity 1.0 @ 68° F @ (20°C), other fluids may vary performance

APPENDIX D.

Water Meter Analysis

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Nathaniel Crossing Water Usage

Start Date	End Date	# Days	Usage C.F.	Usage Gal	Gallons/Day	Gallons/Br/Day
8/29/2016	11/2/2016	65	19900	148852	2290	46
11/2/2016	1/31/2017	90	21200	158576	1762	35
1/31/2017	4/28/2017	87	20100	150348	1728	35
4/28/2017	8/1/2017	95	34300	256564	2701	54

Average Usage=	42
F.S. = 1.5	x1.5
Average w/ FS =	**64**

The Condos at Helderberg estimated demand

Number of Units	Bedrooms/Unit	Total Population BR.	Average unit demand (GPD)	Total Demand in GPD
124	**2.5**	**310**	64	**19718**

Original Demand for Single Family Homes in approved district

58	**3.5**	**203**	**110**	**22330**

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Attention Mark

File Edit Commands List Help

SECTOR

Customer/Location Consumption History Inquiry

Customer ID: 36353 PIGLIAVENTO BUILDERS

Location ID: 30364 43 KENDALL DR

Cycle/route: 02 53

Initiation date : 11/15/13

Termination date: 0/00/00

Customer status: Active

Amount due: .00

Pending: .00

Customer/location status: A

OK

Exit

Cancel

Print history

Meter inventory

Meter service i...

Pending / histo...

Budget trans...

Change view

Graph history

Customer/loc...

Reading activity

WA	REG	8/01/17	34300.00	.00	95	72300136	
WA	REG	4/28/17	20100.00	.00	87	72300136	
WA	REG	1/31/17	21200.00	.00	90	72300136	
WA	REG	11/02/16	19900.00	.00	65	72300136	
WA	REG	8/29/16	43000.00	.00	117	72300136	
WA	REG	5/04/16	22400.00	.00	93	72300136	
WA	REG	2/01/16	18300.00	.00	94	72300136	
WA	REG	10/30/15	48000.00	.00	87	72300136	
WA	REG	8/04/15	37100.00	.00	89	72300136	
WA	REG	5/07/15	7400.00	.00	92	72300136	
WA	REG	2/04/15	7200.00	.00	96	72300136	
WA	REG	10/31/14	6100.00	.00	52	72300136	

Meter # 72300136

6 inch meter

Hot box

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APPENDIX E.

Photos – Capacity Analysis

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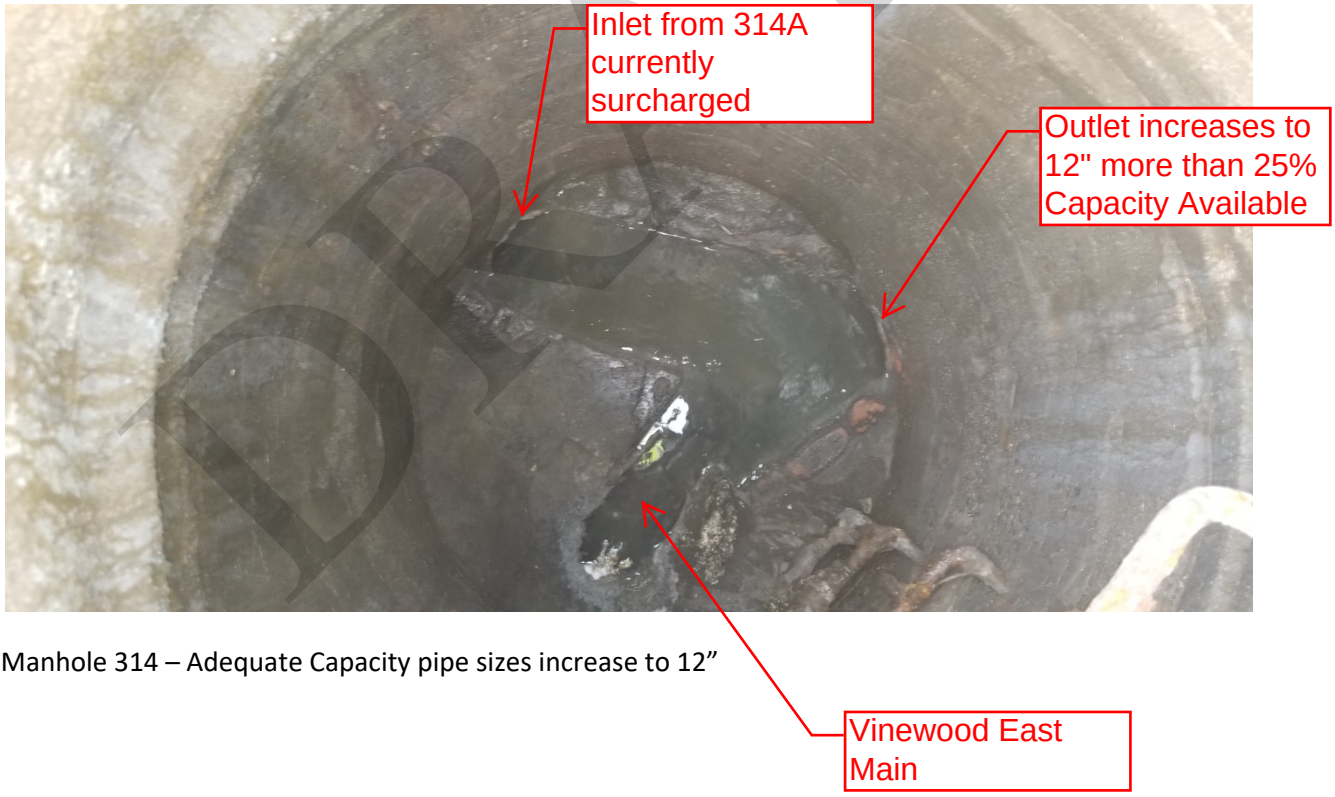
Manhole 314 A – Inlet out surcharging



Manhole 312 - Adequate Capacity



Manhole 312 A – Adequate Capacity



Manhole 314 – Adequate Capacity pipe sizes increase to 12”

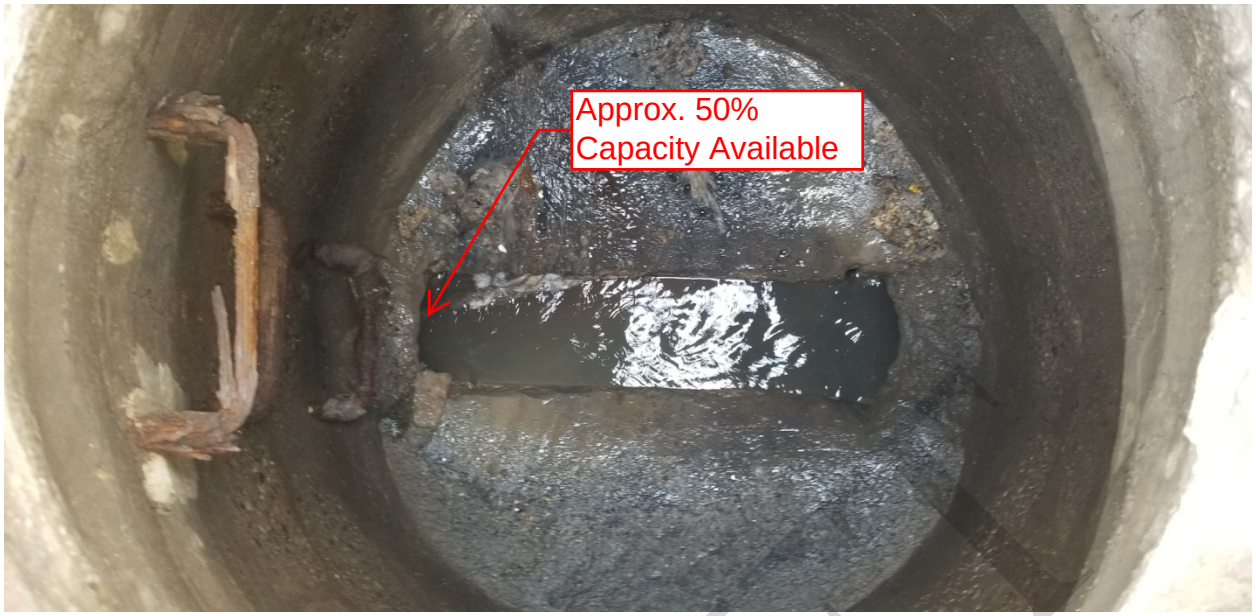
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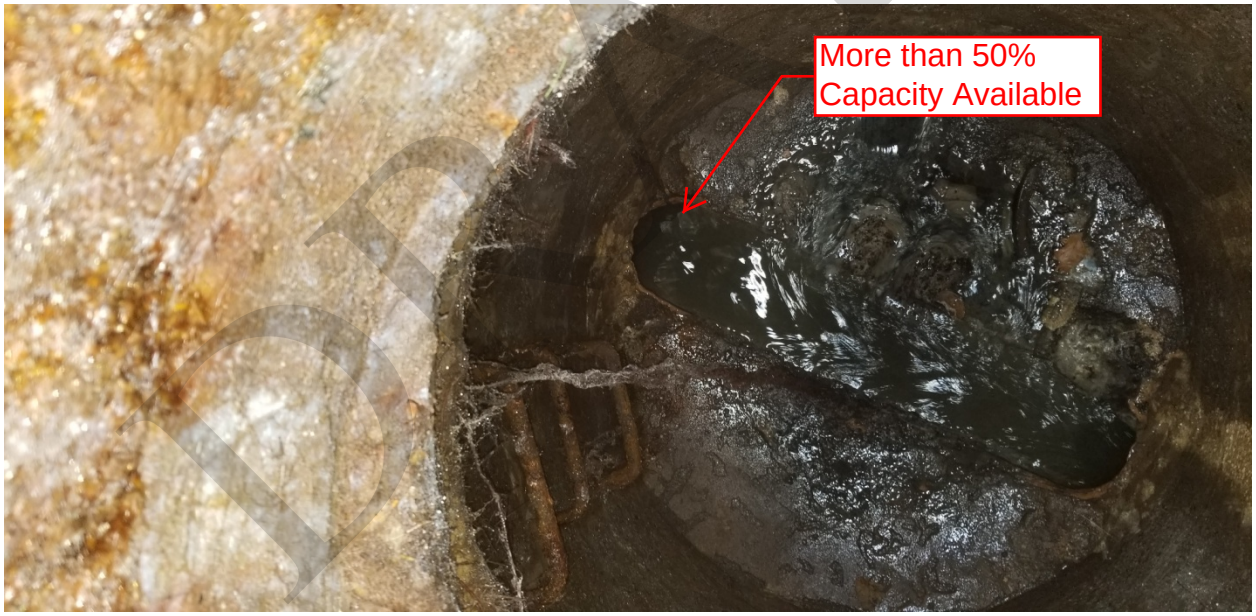
Manhole 341 – Adequate Capacity



Manhole 321 – Adequate Capacity

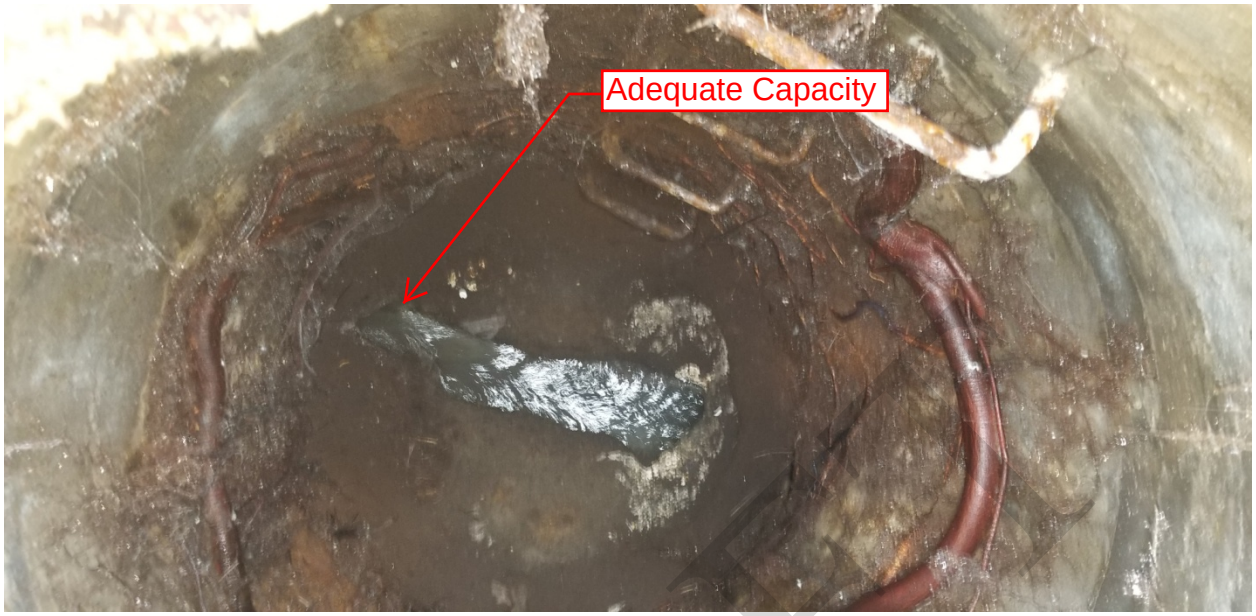


Manhole 321 A – Adequate Capacity



Manhole 322 – Adequate Capacity

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Manhole 54 B – Adequate Capacity



Manhole 54 A – Curry Road Tie in adequate capacity. Significant flow from Curry Road East. Our inlet on the bottom of the picture outlet on the top.

APPENDIX F

Legal Description

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Stephen P. Walrath, L.S.

Land Surveying & Land Use Planning
Environmental Mapping

P.O. Box 381
122 Main Street
Altamont, NY 12009
518-986-0125
email: spwalrath3@gmail.com

SUGGESTED DESCRIPTION
Lands of
Development at Helderberg Meadows, LLC
Tax Map I.D. No. 58.19-1-10
Town of Rotterdam
County of Schenectady
5.09+/- Acres

All tract, piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and State of New York lying westerly of Guilderland Avenue and being more particularly bounded and described as follows:

Beginning at a point on the westerly highway boundary line of Guilderland Avenue at its intersection with the division line between the lands now or formerly of Douglas and Pamela Hoeffner (Book 1840 of Deeds, Page 137) on the south and east and the lands herein described on the north and west and running thence the following two (2) courses and distances along said division line:

1. N 34º26'50" W 398.42 feet to a point; and
2. S 67º10'10" W 218.50 feet to a point at its intersection with the division line between the lands now or formerly of Norman M. Alfieri (Book 1822 of Deeds, Page 466) on the east and the lands herein described on the west; running thence S 67º10'10" W 185.00 feet, along said division line, to a point at its intersection with the division line between the lands now or formerly of Development of Helderberg Meadows (Book 1814 of Deeds, Page 266) on the south and west and the lands herein described on the north and east; running thence the following three (3) courses and distances along said division line:

1. N 33º13'30" W 408.75 feet to a point;
2. N 75º18'00" E 227.34 feet to a point; and
3. N 65º34'30" E 278.14 feet to a point at its intersection with the division line between the lands now or formerly of Samalsat Din and Nadir Haidar (Book 2027 of Deeds at Page 175) on the north and the lands herein described on the south; running thence S 32º47'00" E 765.71 feet, along said division line, to a point at its intersection with the aforementioned westerly highway boundary line of Guilderland Avenue; running thence S 57º11'10" W 79.15 feet, along said westerly highway boundary line, to the point of beginning.

Containing 5.09 Acres of land, more or less.

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RESOLUTION NO. 251.19

WHEREAS, the Town Board of the Town of Rotterdam intends to comply with the requirements of the Environmental Review Process under the State Environmental Quality Review Act (SEQRA) and has reviewed this project as an Unlisted Action pursuant to 6 NYCRR Part 617, **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration, dated August 14, 2019, to allow for an amendment to Phase #5 of the Helderberg Meadows Planned Residential District (PRD) located at 3379 Guilderland Avenue, which is the portion of the PRD located on the northwest side of Guilderland Avenue. Applicants are requesting the elimination of 58 approved single family lots to allow for a cluster development of 124 condominium units on a private roadway network. Modification is proposed to include an additional ±5.52 acres of adjoining lands, N/F of Joseph Giannetti (Tax Parcel #58.19-1-10) currently zoned B-1 Retail Business into the PRD.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Senior Planner to distribute all documents as necessary to comply with 6 NYCRR Part 617.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective August 14, 2019.

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

DATED: August 14, 2019

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

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6NYCRR PART 617
NEGATIVE DECLARATION
Notice of Determination of Non-Significance
State Environmental Quality Review

Date: August 14, 2019

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

After a review of the application materials, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that the proposed action described below will not have a significant adverse impact on the environment and a Draft Impact Statement will not be prepared.

SEQRA Status:	Type I	( )
	Type II	( )
	Unlisted	(X)
Conditioned Negative Declaration:	Yes	( )
	No	(X)

Owners:

Joseph Giannetti
21611 North48th Place
Phoenix, AZ 85024

Development at Helderberg Meadows. LLC
c/o Donald Zee
1 Winners Circle Suite 140
Albany, NY 12205

Property Location: Amendment to Phase #5 of the Helderberg Meadows Planned Residential District (PRD) located at 3379 Guilderland Avenue which is the portion of the PRD located on the northwest side of Guilderland Avenue.

Tax Map Number(s): #58.19-1-10 (Giannetti), #58.15-6-3.112, #58-14-1-3.21, 58.19-1-17, 58.19-1-4.11

Action: Applicants are requesting the elimination of 58 approved single family lots to allow for a cluster development of 124 condominium units on a private roadway network. Modification is proposed to include an additional 5.52 acres of adjoining lands N/F of Joseph Giannetti (Tax Parcel #58.19-1-10) currently zoned Retail Business (B-1) into the PRD.

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Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination)

The Town of Rotterdam Department of Public Works transmitted this application information to all involved and interested agencies for review on April 11, 2019. These agencies include the following: Schenectady County Planning Department, Schenectady County Department of Health, Schenectady County Department of Public Works, New York State Department of Transportation, New York State Department of Environmental Conservation – Region #4, Town of Guilderland, US Department of the Army, Corps of Engineers, Albany County Department of Health, City of Watervliet, New York State Thruway Authority, Schalmont School District, Mohonasen School District, New York State Department of Archeology & History Preservation, Rotterdam Fire District #2 (Curry Road) and Rotterdam Fire District #5 (Pine Grove). Any comments and concerns from the agencies regarding this action have been addressed.

Property Location and Description

Helderberg Meadows is a 314+/- acre PRD is located in the Town of Rotterdam, Schenectady County. The property has frontage on NYS Route 158 (Guilderland Ave.), County Line Road, and Ghents Road. The parcels located within the PRD are owned by Helderberg Meadows LLC.

The PRD South of Guilderland Avenue has been constructed leaving the former 63 Acre Adamec parcel to the north of Guilderland Avenue the only un-built portion of the PRD. This parcel is bounded by a CSX rail line, the New York State Thruway, and Guilderland Ave. or the back of other properties fronting on Guilderland Ave. This parcel has undergone timber harvesting activities within the last 20 years and has large areas of new shrub growth. Most areas were selectively cut and some smaller and undesirable trees were left in place. Slopes on this site can be characterized as flat to moderate. 6 wetland areas were delineated on this parcel, 4 of which meet the requirements to be considered Federal Jurisdictional, 2 were considered isolated and therefore not jurisdictional. The total jurisdictional wetland is 15.89 acres. The majority of the wetland is associated with drainage ways which originate south of Guilderland Ave. and from Thruway drainage. These drainage ways traverse the site and exit the property via pipes under the CSX tracks.

Proposed Lots/Zoning

On December 29, 1998 by Resolution #266-98 the Town of Rotterdam Town Board changed the zoning of the subject parcels from A-1 (Agricultural) to PRD (Planned Residential District). This legislation allowed for the parcels to be developed into 170 single family lots, 100 senior housing units and an 18 hole golf course with required appurtenances. This legislation also speaks of formation of a homeowners association which will be responsible for the 100+/- acres of open space that will remain when the development is complete. Thereafter, over a period of several years the project went through various approved modifications, one of which was to eliminate the proposed 18 hole golf course and assorted ancillary facilities.

Prior to this application 110 single family building lots and 100 condominiums have been constructed within the PRD on the south side of Guilderland Avenue. The current approvals call for 58 single family homes to be developed north of Guilderland Avenue on the current vacant land. This approved development would require the construction of approximately 4100L.F. of new Town roadways with associated water lines, stormwater facilities, and sanitary facilities. An emergency

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access road will be constructed to a point on Old Guilderland Ave. near the Thruway. Approximately 26 acres will remain undisturbed and will be designated as open space.

This proposal is to modify the existing approved PRD for the remaining lands to allow for the development of 124 new condominium units on the north side of Guilderland Avenue. It is also involves a Change of Zone of the existing Giannetti parcel, 5.08 Acres in size from B-1 (Retail Business) into the Helderberg Meadows PRD. The proposed condominium development will have significantly less environmental impacts that the originally approved PRD and subdivision. It will disturb 11.9 less acres of land than the original subdivision. There will be no land activity within the 100 year floodplain boundary; the previous approval included 4.5 Acres within the floodplain to be disturbed. Wetland impacts will be reduced by 88% on the parcel. Additionally all new roads and utilities will remain private reducing the required Town of Rotterdam infrastructure and future maintenance.

Proposed Development

The condominium units will be constructed in four unit buildings similar in size and style as the Homestead Court Condominium development located in Phase #4 of Helderberg Meadows. The buildings will have a maximum height of the 35' and all of the units will have two car garages. It is proposed to construct a clubhouse with recreation amenities including a community pool and exercise facility. Community BBQ grills will be scattered throughout the development. Visitor parking will be constructed at various locations throughout the development. A dog park area will also be provided. The infrastructure (roads, utilities, community amenities, landscaping etc.) will be maintained by the homeowners association.

The entrance road to the proposed development will enter opposite Steeple Way from Guilderland Avenue. Since only one ingress/egress is proposed, a boulevard entrance will be constructed to the first side street. The proposed structures will meet all of the required setback requirements outlined in the PRD zone including 50' from any property boundaries, 35' between walls with less than 10% glazing and 50' between walls with more than 10% glazing.

Sanitary Sewer

An existing Town of Rotterdam sanitary sewer force main bisects the parcel. This force main services Helderberg Meadows on the south side of Guilderland Avenue. It is proposed to collect the sanitary effluent from the condominiums in a gravity sanitary sewer system. The gravity sewer will convey the flows to a new pump station which will inject the effluent into the existing force main. The proposed collection system and pump station will be owned and maintained by the homeowners association.

The originally approved 58 residences to reside on this parcel were estimated to generate 22,330 gallons per day of sewage effluent. An analysis of a similar condominium development location in the Town of Bethlehem was used to determine the anticipated effluent loading from the proposed condominiums. Based upon this analysis it was determined that the proposed development will generate 19,530 gallons per day, approximately 2,800 gallons less than the approved 58 single family residences.

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Water

Potable water will be provided to the proposed condominiums via a series of 8" water mains connecting to the existing Town of Rotterdam system along Guilderland Avenue. Hydrants will be placed to provide adequate fire protection to the proposed condominiums.

Similar to the sewage effluent, the water usage was based upon the analysis of a similar development in the Town of Bethlehem. Based upon this analysis, the proposed development will use 19,530 gallons per day, again providing a reduction of 2,800 gallons per day from the previously approved proposal.

The Town requested the applicant submit the technical information regarding water service to the Town Designated Engineer (TDE) to perform an impact analysis on the proposed water distribution system. A letter dated July 22, 2019 from the TDE Donald Fletcher, P.E. with Barton and Loguidice indicates that there is adequate service and fire flow in the existing system to serve the development. There are also some recommendations in the letter regarding interconnections and looping of the water system that will be discussed with the Planning Commission during the Site Plan Review process.

Storm Sewer

The proposed storm water management system will consist of a closed drainage system routing storm water produced along the proposed roads and condominiums to a NYSDEC Approved Storm Water Management Practice. The proposed storm water management practices will provide the necessary water quality volume treatment and runoff reduction prior to discharge into the on-site wetlands. The Town Designated Engineer will assist the Planning Commission with the technical review of stormwater system during the Site Plan Review process.

Wetlands and Floodplain

The Helderberg Meadows LLC parcel north of Guilderland Avenue contains only USACOE wetlands. As part of the original phase of the Helderberg Meadows Development, all of the wetlands within the entire PRD were disturbed and the mitigation areas were created. The proposed PRD modification will not disturb any additional wetlands. In fact, 0.7 Acres of wetlands previously filled will not be constructed upon.

The original PRD development proposed 4.5 Acres of flood plain disturbance on the north side of Guilderland Avenue for the development of the 58 residential building lots. The proposed condominium development will not disturb any lands located within the 100 year floodplain boundary.

Traffic

The original traffic study for the PRD indicated that sufficient capacity exists on existing highway for the project and that current levels of service will not be degraded. Permits will be required from the NYS Department of Transportation for access. It also noted that mitigation may be required in the form of signage etc. for due to limited sight distance looking west from the northerly access road.

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The original traffic study for the development assumed 58 trips in the PM peak hour generated by the 58 proposed single family residences. With the inclusion of the Giannetti parcel into the PRD it is anticipated that an additional 5 single family homes could be constructed. Thus the total peak flow would be approximately 63 trip ends during the peak hour. If the Giannetti parcel remains in the B-1 Business Zone, the traffic generation rates could be significantly higher depending the use.

An e-mail from NYSDOT Regional Permit Engineer Kristina L. Crowley, P.E. dated May 31, 2019 indicates conceptual approval for the revised access into the development. During site plan review, the applicant will be required to provide traffic analysis and mitigation measures for the access onto Guilderland Avenue. Additionally, the Town TDE will assist the Planning Commission in a review of the proposed internal roadway and pedestrian layout during site plan review and approval.

Schools

Based upon the National Association of Home Builders (NAHB) single family homes typically generate 61.5 school aged children per 100 homes while condominiums generate 21.9 school aged children per 100 units. Utilizing this data the 58 single family homes would generate 36 school aged children, while the 124 condominium units would generate 27 school aged children. However, the existing condominium developments within the Helderberg Meadows PRD have seen significantly lower school aged generation rates than the NAHB data suggests. Currently there are only two school aged children in the 100 occupied condominium units.

After a review of the application materials, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:

(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
(iii) the impairment of the environmental characteristics of a Critical Environmental Area.
(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
(vi) a major change in the use of either the quantity or type of energy;
(vii) the creation of a hazard to human health;
(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
(x) the creation of a material demand for other actions that would result in one of the above consequences;

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(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);
(ii) its probability of occurrence;
(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 14th day of August, 2019 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

Steven A. Tommasone
Town Supervisor

For further information contact:

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338

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PUBLIC WORKS

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Helderberg Meadows PRD Ammendment		
Project Location (describe, and attach a general location map): Guilderland Avenue & Steeple Way in the Town of Rotterdam		
Brief Description of Proposed Action (include purpose or need): Modify the PRD on the Northwest side of Guilderland Avenue from the approved 58 single family residences with town owned roads to a cluster development of 124 Condominium Units on a private road. The modification will also include the addition of a new 5.52 Ac. parcel currently zoned B-1 Retail Business into the PRD. Due to the cluster style of the proposal the modification will significantly reduce the total land disturbance, wetland impacts and flood plain impacts. It will also reduce the infrastructure and maintenance responsibilities for the Town of Rotterdam as the road will not be town road.		
Name of Applicant/Sponsor: Helderberg Meadows LLC	Telephone: (518) 489-9427 E-Mail: donaldzeepc@msn.com	
Address: 1 Winners Circle		
City/PO: Albany	State: NY	Zip Code: 12205
Project Contact (if not same as sponsor; give name and title/role): Brett L. Steenburgh PE	Telephone: (518) 365-0675 E-Mail: bsteenburghpe@gmail.com	
Address: 2832 Rosendale Road		
City/PO: Niskayuna	State: NY	Zip Code: 12309
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Council, Town Board, or Village Board of Trustees ☑Yes ☐No	PRD Amendment	9/13/18
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Site Plan for PRD Amendment	9/13/18
c. City Council, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	SCDOH modification of water distribution sys.	Pending
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC modification of Open Space Agreement, NYSDOT Curb Cut Permit	Pending
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes ☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes ☑No
If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No
If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
PRD and B-1 General Business

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Add the 5.25 Acre B-1 Parcel to the existing PRD District

C.4. Existing community services.

a. In what school district is the project site located? Schalmont

b. What police or other public protection forces serve the project site?
Town of Rotterdm

c. Which fire protection and emergency medical services serve the project site?
Pine Grove Volunteer FD

d. What parks serve the project site?
Helderberg Meadows Open Space and Town of Rotterdam Parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Multi Family Residential

b. a. Total acreage of the site of the proposed action? 67 acres
b. Total acreage to be physically disturbed? 16.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: 124 units in lieu of 58 s.f.

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☑ Yes ☐ No
iii. Number of lots proposed? 1
iv. Minimum and maximum proposed lot sizes? Minimum N/A Maximum N/A

e. Will proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 4
- Anticipated commencement date of phase 1 (including demolition) 04 month 2019 year
- Anticipated completion date of final phase 10 month 2024 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

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f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				24
At completion of all phases				124

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐Yes☐No

If Yes, describe:

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes☐No

If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes☐No

If Yes:

i. Total anticipated water usage/demand per day: 19530 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes☐No

If Yes:

- Name of district or service area: Town of Rotterdam District 1
- Does the existing public water supply have capacity to serve the proposal? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No
- Do existing lines serve the project site? ☑Yes☐No

iii. Will line extension within an existing district be necessary to supply the project? ☑Yes☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: New Water mains to service the proposed buildings
- Source(s) of supply for the district: Town of Rotterdam

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes☑No

If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes☐No

If Yes:

i. Total anticipated liquid waste generation per day: 19530 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): Sanitary Waste

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes☐No

If Yes:

- Name of wastewater treatment plant to be used: Town of Rotterdam Treatment Plan (22,330 Gallons reserved capicty for Single Family.)
- Name of district: Town of Rotterdam
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☑Yes☐No

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- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will line extension within an existing district be necessary to serve the project? ☑Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: New gravity sewer mains to a pump station and ultimately to the existing force main on site

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 8.5 acres (impervious surface)

_____ Square feet or 67 acres (parcel size)

ii. Describe types of new point sources. Storm sewers to SMP's

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

On site wetland areas

- If to surface waters, identify receiving water bodies or wetlands: Becker Brook to Normans Kill
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☑Evening ☐Weekend ☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing 0 Proposed 240 Net increase/decrease +240

iv. Does the proposed action include any shared use parking? ☐Yes ☑No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

Peak traffic will be 61 vehicles. The previous development was approved with 58 trips in the peak hour.

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☑No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☑No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7am - 8pm
- Saturday: 7am - 8pm
- Sunday: 7am - 8pm
- Holidays: 7am - 8pm

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Construction equipment during construction only

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: _____

n.. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Residential post lamps 8' hight max.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☑ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.25	8.5	+8.25
• Forested	67	55	-12
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.2	0.2	0
• Wetlands (freshwater or tidal)	17.98	17.98	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Lawn	0	3.5	+3.5

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No

If Yes:

i. Has the facility been formally closed? ☐Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☐No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

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v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6' feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Sandy Loan	70 %
Silty Clay	30 %
	%

d. What is the average depth to the water table on the project site? Average: 4 feet

e. Drainage status of project site soils:

☑ Well Drained:	70 % of site
☐ Moderately Well Drained:	% of site
☑ Poorly Drained	30 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	% of site
☐ 15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Becker Brook Classification C(T)
- Lakes or Ponds: Name N/A Classification _____
- Wetlands: Name USACOE Federal Jurisdictional Approximate Size 17.98
- Wetland No. (if regulated by DEC) N/A

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100 year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500 year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Great Flats Aquifer

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m. Identify the predominant wildlife species that occupy or use the project site:
Deer, Skunk, Groundhog
Racoon

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. 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? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Bret L. Steenburg Date 9-24-18

Signature _____ Title Engineer

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PRINT FORM

Agency Use Only [If applicable]

Project: H. Meadows West PRD AMendment

Date: August 14, 2019

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer **"Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer **"No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____		☐	☐

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2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

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l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☐NO ☑YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☑	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☑	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☑	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☑	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☑	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☑	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☑	☐
h. Other impacts: _____		☑	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐NO ☑YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☑	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☑	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☑	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☑	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☑	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☑	☐

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g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑NO ☐YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐NO ☑YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☑	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☑	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☑	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☑	☐

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e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☑	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☑	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☑	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

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d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☐ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

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13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☑	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☑	☐
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☑	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☐ NO ☑ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☑	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☑	☐
e. Other Impacts: _____		☐	☐

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

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d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

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17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

DRAFT

RESOLUTION NO. 253.24

TO DECLARE EQUIPMENT OBSOLETE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Senior Building Inspector, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal:

1-Lanier Copier Serial #85001477
22- Broken/Rusted Metal Chairs
1-Office Chair
3-TV's

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 4, 2024

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector JK

TITLE OF REQUEST: Authorization to declare Equipment Obsolete

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

Background Information: Declare the attached equipment obsolete due to repairs not cost effective to the Town.

Evaluation/Analysis: Equipment is no longer operational.

Recommendation(s): Town Board to authorize the disposal of the equipment.

Attachment/Documents(s): List of obsolete equipment

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Jim Keith, Sr Building Inspector

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Obsolete Equipment

1-Lanier Copier Serial #85001477
22- Broken/Rusted Metal Chairs
1- Office Chair
3- TV's

DRAFT

RESOLUTION NO. 254.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR MAY 2024

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of May 2024, has been placed on file and the town clerk's check in the amount of seven thousand four hundred eighty seven dollars and 76/100 ($7,487.76) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective June 12, 2024

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: June 5, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for May $7,487.76 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: June 12, 2024

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of June 12, 2024

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

DRAFT

Account Description	Fee Description	Account#	Qty	Local Share
		Total Local Shares Remitted:		**$7,487.76**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			365.00
Amount paid to:	NYS Environmental Conservation			654.14
Amount paid to:	State Health Dept. For Marriage Licenses			180.00
Total State, County & Local Revenues:	**$8,686.90**	**Total Non-Local Revenues:**		**$1,199.14**

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Mollie A. Collins 6/3/2024 Supervisor Date

Diane M. Marco 6/3/2024 Town Clerk Date

DRAFT

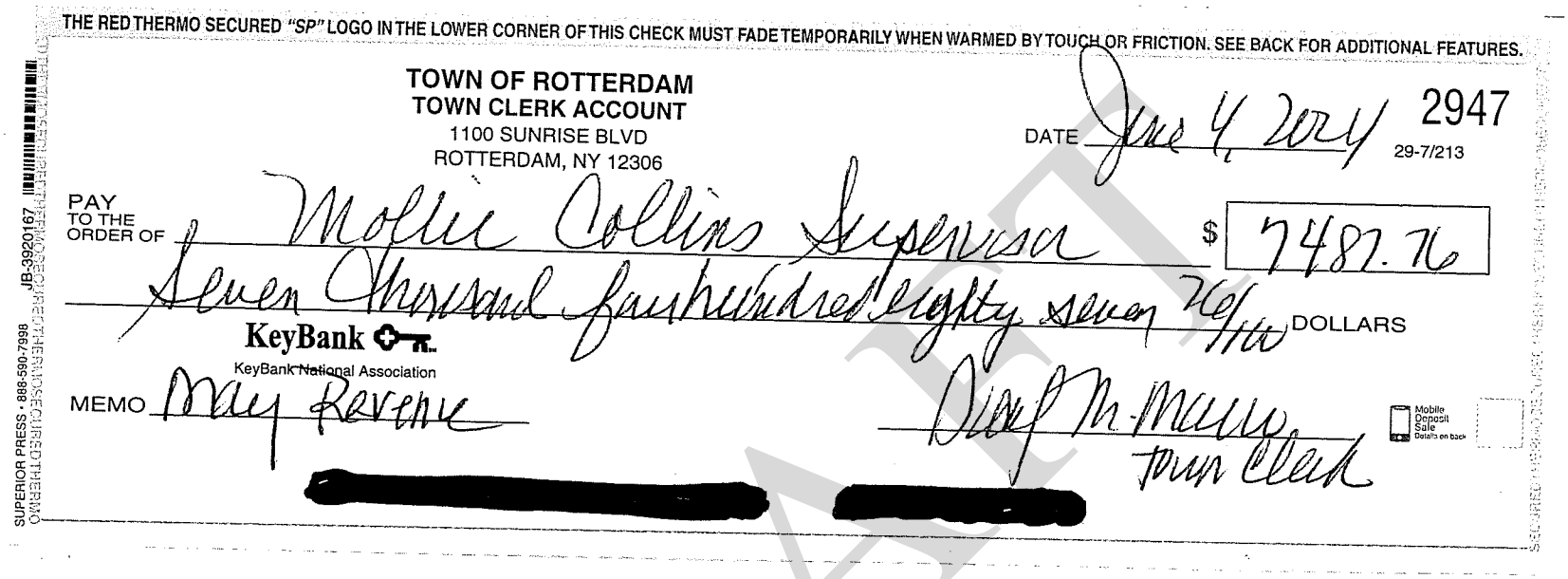
Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	16	42.86
			Sub-Total:	**$42.86**
Dog Licensing	Female, Spayed	A2544	126	1,764.00
Dog Licensing	Female, Unspayed	A2544	11	187.00
Dog Licensing	Male, Neutered	A2544	131	1,834.00
Dog Licensing	Male, Unneutered	A2544	25	425.00
Dog Licensing	Replacement Tags	A2544	1	3.00
			Sub-Total:	**$4,213.00**
Ez pass	Ez Pass	A1255	4	100.00
			Sub-Total:	**$100.00**
Fireworks	Fire Works	A2545	1	100.00
			Sub-Total:	**$100.00**
Late Fees	Late Fee -Dog Renewal	A1550	26	260.00
			Sub-Total:	**$260.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	8	140.00
			Sub-Total:	**$140.00**
Misc	Impoundment Fees - Dogs	A1550	1	10.00
	Misc		9	317.90
			Sub-Total:	**$327.90**
MISC. FEES	Boarding - Dog		1	5.00
MISC. FEES	Certified Copies	A1255	87	870.00
			Sub-Total:	**$875.00**
PERMIT FEES	Garage Sale	A2590	122	610.00
			Sub-Total:	**$610.00**
Second Hand Dealers	Second Hand Dealers	A2545	3	750.00
			Sub-Total:	**$750.00**
Senior Discount	Senior Discount	A2544	86	-856.00
			Sub-Total:	**-$856.00**
Soliciting	Soliciting Hawking Peddler	A2545	5	750.00
			Sub-Total:	**$750.00**
Taxicab License	Taxi	A2545	3	175.00
			Sub-Total:	**$175.00**

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Monthly Worksheet of Daily Work
May 2024

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
5/1/2024	$525.00	$35.00	$32.34	$2.66	$130.00	$16.00	$114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/2/2024	$287.58	$25.00	$23.62	$1.38	$130.00	$14.00	$116.00	$0.00	$0.00	$0.00	$2.58	$0.00	$0.00	$0.00	$0.00
5/3/2024	$325.22	$0.00	$0.00	$0.00	$230.00	$23.00	$207.00	$0.00	$0.00	$0.00	$35.22	$0.00	$0.00	$0.00	$0.00
5/6/2024	$490.00	$0.00	$0.00	$0.00	$310.00	$28.00	$282.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/7/2024	$616.00	$0.00	$0.00	$0.00	$346.00	$31.00	$315.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/8/2024	$526.00	$40.00	$37.78	$2.22	$286.00	$31.00	$255.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/9/2024	$310.00	$0.00	$0.00	$0.00	$170.00	$19.00	$151.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00
5/10/2024	$404.94	$60.00	$55.97	$4.03	$190.00	$14.00	$176.00	$40.00	$22.50	$17.50	$34.94	$0.00	$0.00	$75.00	$0.00
5/13/2024	$715.00	$0.00	$0.00	$0.00	$155.00	$16.00	$139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/14/2024	$135.00	$0.00	$0.00	$0.00	$55.00	$5.00	$50.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
5/15/2024	$268.00	$50.00	$47.24	$2.76	$73.00	$7.00	$66.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/16/2024	$206.08	$25.00	$23.62	$1.38	$100.00	$9.00	$91.00	$0.00	$0.00	$0.00	$46.08	$0.00	$0.00	$0.00	$0.00
5/17/2024	$481.00	$85.00	$79.58	$5.42	$246.00	$30.00	$216.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
5/20/2024	$191.00	$5.00	$4.72	$0.28	$146.00	$16.00	$130.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/21/2024	$145.00	$30.00	$28.34	$1.66	$45.00	$3.00	$42.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
5/22/2024	$265.00	$25.00	$23.62	$1.38	$155.00	$14.00	$141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/23/2024	$190.00	$80.00	$75.58	$4.42	$35.00	$4.00	$31.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
5/24/2024	$405.00	$85.00	$79.58	$5.42	$200.00	$16.00	$184.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
5/28/2024	$1,182.10	$10.00	$8.72	$1.28	$210.00	$19.00	$191.00	$0.00	$0.00	$0.00	$67.10	$0.00	$0.00	$0.00	$0.00
5/29/2024	$233.56	$55.00	$51.96	$3.04	$135.00	$14.00	$121.00	$0.00	$0.00	$0.00	$28.56	$0.00	$0.00	$0.00	$0.00
5/30/2024	$167.49	$10.00	$9.44	$0.56	$35.00	$3.00	$32.00	$40.00	$22.50	$17.50	$42.49	$0.00	$0.00	$0.00	$0.00
5/31/2024	$617.93	$77.00	$72.03	$4.97	$340.00	$33.00	$307.00	$0.00	$0.00	$0.00	$60.93	$0.00	$0.00	$0.00	$0.00
Audited by dmm 5/31/2024	**$8,686.90**	$697.00	**$654.14**	**$42.86**	$3,722.00	**$365.00**	**$3,357.00**	$320.00	**$180.00**	**$140.00**	**$317.90**	**$0.00**	**$0.00**	**$100.00**	**$0.00**

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THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

DATE June 4, 2024 2947
29-7/213

PAY TO THE ORDER OF Mollie Collins Supervisor $ 7487.76

Seven Thousand four hundred eighty seven 76/100 DOLLARS

KeyBank
KeyBank National Association

MEMO May Revenue

Dianne M. Mann
Town Clerk

Mobile Deposit Safe Details on back

SUPERIOR PRESS • 888-590-7998 JB-3920167

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RESOLUTION NO. 255.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO ESTABLISH A DEMONSTRATION PROGRAM IMPOSING OWNER LIABILITY FOR FAILURE OF AN OPERATOR TO STOP FOR A SCHOOL BUS DISPLAYING A RED VISUAL SIGNAL AND STOP-ARM AND CALLING FOR A PUBLIC HEARING THEREON

WHEREAS, the Police Chief, Town Board Member, and representative drivers from Schalmont and Mohonasen school districts desire to introduce a local law that would impose liability on the owner of a motor vehicle for failure of an operator of that vehicle to stop for a school bus displaying a red visual signal and stop-arm; and

WHEREAS, Chapter 266 of the Code of the Town of Rotterdam sets forth the Town's local law regarding Vehicles and Traffic; and

WHEREAS, Section 1174-a of the New York State Vehicle and Traffic Law allows local municipalities to adopt local laws to establish a demonstration program that imposes owner liability for failure of an operator of a motor vehicle to stop for a school bus displaying a red visual signal and stop-arm; and

WHEREAS, the Town Attorney has drafted a local law establishing a demonstration program for failure of an operator to stop for a school bus displaying a red visual signal and stop arm and the Chief of Police recommends that the Town Board call for a public hearing on the proposed local law; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the 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 10th day of July, 2024 for the following purpose:

> To consider a proposed local law establishing a demonstration program imposing owner liability for failure of an operator to stop for a school bus displaying a red visual signal and stop-arm.

DRAFT

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

DATED: June 12, 2024
Daily Gazette: Please publish once on June 14, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 5, 2024

TO: Town Board

FROM: Courtney Heinel, Town Attorney

TITLE OF LEGISLATIVE REQUEST: Local law for school bus stop arm program

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

Background Information: The Town attorney was asked to prepare legislation to implement a local law for a school bus stop arm program.

Evaluation/Analysis: Not stopping for a school bus with its stop arm and lighting enabled presents a safety risk to school age children and implementation of this program may be beneficial in addressing and analyzing the issue.

Recommendation(s): Call for a public hearing for the introduction of this Local Law

Attachment/Document(s): Proposed introductory Local Law.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): See backup.

LEGISLATION WILL BE PREPARED BY: Town Attorney

DRAFT

Introductory Local Law _____ of 2024

The current Chapter 266 of the Town Code of the Town of Rotterdam shall become Chapter 266A and a Chapter 266B entitled "School Bus Stop-Arm Camera Program" shall be added as follows:

Section 1. Chapter 266B, Section 266B-1 of the Town Code of the Town of Rotterdam entitled "Purpose" shall be added as follows:

The purpose of this article is to impose monetary liability on the owner of a motor vehicle under circumstances where the operator of the motor vehicle fails to stop for a school bus displaying a red visual signal and stop-arm. It is a well-known fact that vehicle operators often fail to stop for a school bus displaying a red visual signal and stop-arm, thus creating a hazardous and dangerous condition for passengers, especially children, who depart from a stopped school bus. The intent of this article involves the installation of cameras on the school bus stop-arm to increase safety for passengers departing the school bus by imposing financial liability on the owner of the vehicle which will serve as a deterrent.

Section 2. Chapter 266B, Section 266B-2 of the Town Code of the Town of Rotterdam entitled "Definitions" shall be added as follows:

TOWN

The Town of Rotterdam, New York.

OWNER

The registered owner of a motor vehicle.

PERSON

One or more individuals, a partnership, company, association, corporation, trust, trustee or receiver or limited liability company.

SCHOOL DISTRICT

The School District of the Town of Rotterdam, New York.

Section 3. Chapter 266B, Section 266B-3 of the Town Code of the Town of Rotterdam entitled "Demonstration program imposing monetary liability" shall be added as follows:

A. Pursuant to §1174-a of the New York State Vehicle and Traffic Law, the Town hereby establishes a demonstration program imposing monetary liability on the owner of a motor vehicle for the failure of an operator thereof to comply with §1174 of the New York State Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in

DRAFT

Subdivisions 20 and 21-(1)-(c) of Section 375 of the New York State Vehicle and Traffic Law and operated in the Town. This demonstration program empowers the Town to install and operate, or to cause to be installed and operated, school bus photo violation monitoring systems which may be stationary or mobile.

B. Such school bus photo violation monitoring systems may be installed on school buses owned and operated by the school district, or on the school buses privately owned and operated for compensation under contract with the school district, provided that no such stationary school bus photo violation monitoring system shall be installed and operated, or caused to be installed and operated, by the Town, except on roadways under the jurisdiction of the Town, and further provided that no such mobile school bus photo violation monitoring system shall be installed or operated on school buses unless the Town and the school district enter into an agreement for such installation and operation.

Section 4. Chapter 266B, Section 266B-4 of the Town Code of the Town of Rotterdam entitled "Handling and custody of photographs" shall be added as follows:

As part of the demonstration program, the Town will create procedures for the proper handling and custody of photographs, micro photographs, videotapes and other recorded images and data produced by such mobile school bus photo violation monitoring systems in place on school buses and for the forwarding of such photographs, micro photographs, videotapes and other recorded images and data to the Town. Any such agreement entered into between the Town and the school district must be approved by a majority vote of the Town Board of the Town of Rotterdam and also by resolution of the board of the school district.

Section 5. Chapter 266B, Section 266B-5 of the Town Code of the Town of Rotterdam entitled "Privacy Measures" shall be added as follows:

As part of the demonstration program, the Town shall adopt and enforce measures to protect the privacy of drivers, passengers, pedestrians and cyclists whose identity and identifying information may be captured by a school bus photo violation monitoring device. Such measures shall include:

A. Utilization of necessary technologies to ensure, to the extent practicable, that photographs produced by such school bus photo violation monitoring devices shall not include images that identify the driver, the passengers, the contents of the motor vehicle, pedestrians and cyclists; provided, however, that no notice of liability issued pursuant to this section shall be dismissed solely because a photograph or photographs allow for the identification of the contents of a motor vehicle, provided that the Town has made a reasonable effort to comply with the provisions contained herein.

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B. A prohibition on the use or dissemination of motor vehicles' license plate information and other information and images captured by such school bus photo violation monitoring systems, except: 1) as required to establish liability under this chapter or collect payment of penalties; 2) as required by court order; or 3) as otherwise required by law and oversight procedures to ensure compliance with the afore described privacy protection measures.

C. The Town shall install signage in conformance with standards established in the Manual on Uniform Traffic Control Devices (MUTCD), maintained by the Commission of Transportation, at each roadway entrance of the Town boundaries giving notice that school bus photo violation monitoring systems are used to enforce restrictions on motor vehicles violating § 1174 of the New York State Vehicle and Traffic Law. For purposes of this chapter, the term "roadway" shall not include state expressway routes or state interstate routes but shall include controlled access highway exit ramps that enter the Town boundaries of the Town.

Section 6. Chapter 266B, Section 266B-6 of the Town Code of the Town of Rotterdam entitled "Vehicle Owner Liability" shall be added as follows:

The owner of a motor vehicle shall be liable for a monetary penalty imposed pursuant to this chapter if such vehicle was used or operated with the permission of the owner, expressed or implied, in violation of § 1174 of the New York State Vehicle and Traffic Law if such violation is evidenced by information obtained from a school bus photo violation monitoring system; provided, however, that no owner of a motor vehicle shall be liable for a monetary penalty imposed pursuant to this chapter where the operator of such motor vehicle has been convicted of the underlying violation of § 1174 of the Vehicle and Traffic Law.

Section 7. Chapter 266B, Section 266B-7 of the Town Code of the Town of Rotterdam entitled "Owner liability for monetary penalties" shall be added as follows:

A. An owner of a motor vehicle liable for a violation of Subsection (a) of § 1174 of the New York State Vehicle and Traffic Law shall be liable for monetary penalties as provided herein. The liability of the owner pursuant to this chapter shall be $250 for a first violation; $275 for a second violation; provided the first and second were committed within a period of 18 months, and $300 for a third, or subsequent, violation, provided that all of which were committed within a period of 18 months. An additional penalty in the amount of $25 for each violation shall be due and payable resulting from the failure of the owner to respond to a notice of liability within the prescribed time period.

B. An imposition of liability pursuant to this chapter shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

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Section 8. Chapter 266B, Section 266B-8 of the Town Code of the Town of Rotterdam entitled "Notice of liability" shall be added as follows:

A. A notice of liability shall be sent by first-class mail to each person alleged to be liable as an owner for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter. Personal delivery on the owner shall not be required; a manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

B. The notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation and the identification number of the camera which recorded the violation or other document locator number.

C. The notice of liability shall include information advising the person charged of the manner and the time in which he or she may contest the liability alleged in the notice of liability. Such notice of liability shall also contain a warning to advise the persons charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

D. The notice of liability shall be prepared and mailed by the Town or by such other entity authorized by the Town to prepare and mail such notice of liability and recover any such monetary penalty.

E. Adjudication of the liability imposed upon owners by this chapter shall be made by the Town Court of the Town of Rotterdam, New York.

Section 9. Chapter 266B, Section 266B-9 of the Town Code of the Town of Rotterdam entitled "Presumption of owner liability; defenses to notice of liability" shall be added as follows:

A. For purposes of this chapter, there shall be a presumption that the operator of such motor vehicle was operating such vehicle with the consent of the owner at the time such operator failed to comply with § 1174 of the New York State Vehicle and Traffic Law.

B. If an owner receives a notice of liability pursuant to this chapter for any time period during which the motor vehicle was reported to the police as having been stolen, it shall be a valid defense to the allegation of liability for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter that the motor vehicle had been reported to the police as stolen prior to the time the violation had occurred and had not been recovered by such time. For purposes of asserting a defense provided by this section, it shall be sufficient that

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a certified copy of the police report on the stolen motor vehicle be sent by first-class mail to the Town Court of the Town of Rotterdam, New York.

C. An owner who is a lessor of a vehicle to which notice of liability was issued shall not be liable for the violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law, provided he or she sends to the Town Court of the Town of Rotterdam, New York, a copy of the rental, lease or other such contract document covering such motor vehicle on the date of the violation with the name and address of the lessee clearly legible, within 37 days after receiving notice from the court of the date and time of such violation, together with such other and further information contained in the original notice of liability. Failure to send such information within such thirty-seven-day time period shall render the owner liable for the monetary penalty prescribed by this chapter. Where the lessor complies with the provisions of this Subsection C, the lessee of such motor vehicle on the date of such violation shall be deemed to be the owner of such vehicle for purposes of this chapter, shall be subject to liability for the violation of Subdivision (a) of § 1174 of the Vehicle and Traffic Law pursuant to this section and shall be sent a notice of liability pursuant to this chapter.

D. No owner of a motor vehicle shall be subject to a monetary penalty imposed pursuant to this chapter if such owner can demonstrate by clear and convincing evidence that such school bus stop arms were malfunctioning at the time of the alleged violation.

E. No owner of a motor vehicle shall be subject to a monetary penalty imposed pursuant to this chapter if the operator of such motor vehicle was operating such motor vehicle without the consent of the owner at the time such operator failed to comply with § 1174 of the New York State Vehicle and Traffic Law and the owner of the motor vehicle is able to demonstrate to the court by clear and convincing evidence that the motor vehicle was operated at the time of the violation without the consent of the owner.

Section 10. Chapter 266B, Section 266B-10 of the Town Code of the Town of Rotterdam entitled "Reporting requirements" shall be added as follows:

The demonstration program established by the Town requires that it submit an annual report on the results of the use of a school bus photo violation monitoring system to the Governor, the President of the Senate and the Speaker of the Assembly on or before June 1, 2024, and on the same date in each succeeding year in which the demonstration program is operable. Such report shall include, but not be limited to, the following:

A. The number of buses and a description of the routes where stationary and mobile school bus photo violation monitoring systems were used.

B. The aggregate number, type and severity of accidents reported at locations where a school bus photo violation monitoring system is used for the year preceding the installation of such system,

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to the extent the information is maintained by the New York State Department of Motor Vehicles.

C. The number of violations recorded at each location where a school bus photo violation monitoring system is used and in the aggregate on a daily, weekly and monthly basis.

D. The number of convictions for violations of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law recorded at each location where a school bus photo violation monitoring system is used on an annual basis, to the extent the information is maintained by the Department of Motor Vehicles of this state.

E. The total number of notices of liability issued for violations recorded by such systems.

F. The number of monetary penalties and total amount of monetary penalties paid after the first notice of liability issued for violations recorded by such systems.

G. The number of violations adjudicated and results of such adjudications, including breakdowns of dispositions made for violations recorded by such systems which shall be provided at least annually to such Town by the courts conducting such adjudications.

H. The total amount of revenue realized by the Town.

I. The expenses incurred by the Town in connection with the program.

J. The quality of the adjudication process and its results including the total number of hearings scheduled, rescheduled, and held; the total number of persons scheduled for such hearings; the total number of cases where monetary penalties were paid on or before the hearing date; and the total number of default judgments entered. Such information shall be provided at least annually to the Town by the court conducting such adjudications.

K. A description of public education activities conducted to warn motorists of the dangers of overtaking and passing stopped school buses.

Section 11. Chapter 266B, Section 266B-11 of the Town Code of the Town of Rotterdam entitled "Expiration" shall be added as follows:

This demonstration program shall expire on December 1, 2024, unless extended further by act of the New York State Legislature. In the event of an extension by the New York State Legislature, the demonstration program set forth herein shall not otherwise expire unless this local law is repealed.

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RESOLUTION NO. 256.24

TO ADOPT A NEGATIVE DECLARATION FOR SEQR OF 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 herby adopts the Negative Declaration dated June 12, 2024, as prepared by the Senior Planner, for the Kiwanis International Park Waterfront Access Improvements Project.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 6, 2024
TO:	Mollie Collins - Town Supervisor
FROM:	Peter Comenzo – Senior Planner
TITLE OF REQUEST:	Issuance of a Negative Declaration for the Design and Construction of Kiwanis Park Waterfront Access Improvements.
TOWN BOARD MEETING:	June 12, 2024
Background Information:	The Town of Rotterdam is in receipt of a $225,000 grant from the Local Waterfront Improvement Grant. The Town Board declared lead agency on this project on January 24, 2024.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and requires environmental review prior to the Town Board approving request. This project will rehabilitate the existing boat launch at Kiwanis Park, upgrading the facility to improve safety and usability with a new dock and shoreline improvements as well as adding an accessible kayak launch facility located on the Erie Canal and Empire State Trail.
Recommendation(s):	Town Board should consider the issuance of a Negative Declaration and authorize Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Draft Negative Declaration Short Environmental Assessment Form
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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6NYCRR PART 617
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of No Significant Adverse Environmental Impacts

Date: June 12, 2024

This notice has been prepared in accordance with Article 8 of the Environmental Conservation Law by the Town of Rotterdam Town Board
(Reference: 6 NYCRR Part 617)

SEQRA Status:	Type I	( )
	Type II	( )
	Unlisted	(X)
Negative Declaration:	Yes	(X)
	No	( )

Owner: New York State Canal Corporation
1250 Broadway
New York NY, 10001

Applicant: Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam NY, 12306

Tax Map Numbers 28.-3-1

Project Location Kiwanis International Park
650 River Road
Rotterdam NY 12306

Actions: The proposed action (Kiwanis International Park Waterfront Improvements) will enhance public access to the waterfront of the Mohawk River at the project site. Including the following:

- Installing new ADA accessible floating docks and kayak launch to promote water dependent activities.
- Construct a new reinforced-concrete bulkhead along the shoreline to which the floating docks will be attached
- Implementing shoreline stabilization methods to address ongoing erosion issues.
- Installing landscaping enhancements to augment the park's aesthetic appeal and usability.

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- Creating an accessible route to the new asphalt paved parking for visitors, aligning with ADA Standards

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination)

This project has been classified by the Town as an Unlisted Action, and the Town conducted a SEQR coordinated review. The Town has supplied a Short Environmental Assessment Form (SEAF), and the Town Board has or has completed Part 2 and Part 3 of a SEAF. The SEQR review with the Town Board as the lead agency is intended to evaluate the effects of this action and the improvements to the existing Kiwanis Park operated by the Town of Rotterdam.

The Rotterdam Town Board declared their intent to act as the SEQR lead agency for the proposed action on January 26, 2024, and conducted a Coordinated SEQR review on this Unlisted Action with all involved and interested agencies which includes the following agencies:

New York State Department of State (DOS)
New York State Department of Environmental Conservation (NYSDEC) — Region #4
New York State Canal Corporation
New York State Parks, Recreation, and Historic Preservation (OPRHP)

No agency comments were received as part of the coordinated review process.

The site plan for the proposed park improvements were discussed at a regularly scheduled Town Board meeting on March 27, 2024.

Evaluation of the Project:

Growth and Community Character

The proposed project will not alter or change the community character and will only improve community character by improving community access to the waterfront.

Wetlands

No wetlands are located on the subject parcel. As a result, there will be no impact to ACOE or NYS DEC wetlands from the project.

Stormwater and Wastewater

There is no additional increase in demand for water or wastewater. No sewer connections are proposed as part of the project. The construction of the sidewalks and ADA parking will result in a negligible increase in stormwater runoff. The proposed project will not result in impacts to stormwater or wastewater.

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Noise

Minimal noise will be generated during the initial construction on the sidewalks, dock and bulkhead. Upon completion of the construction noise levels will return to ambient noise levels. The project will not result in noise.

Transportation

The proposed project involves reconstruction of an existing bulkhead and floating dock and kayak launch. The proposed project does not change the use of the site and will not increase the traffic as the project just aims to improve ADA access to the waterfront. The project will not result in adverse transportation impacts.

Utilities

No connection to water, sewer, gas, electric, fiber optic and telephone utility infrastructure are proposed as part of the project. Therefore, the project will not result in any impacts to utilities.

After a review of the applicable modifications, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:

(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;

(iii) the impairment of the environmental characteristics of a Critical Environmental Area.

(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(vi) a major change in the use of either the quantity or type of energy;

(vii) the creation of a hazard to human health;

(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;

(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(x) the creation of a material demand for other actions that would result in one of the above consequences;

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

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(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);
(ii) its probability of occurrence;
(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 12th day of June 2024 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

_____

Mollie Collins
Town Supervisor

For further information contact:

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338
pcomenzo@rotterdamny.org

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Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:

1725 Tower Street Multifamily Conversion

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

1725 Tower Street, Rotterdam, NY 12306

Brief Description of Proposed Action:

The Applicant is proposing to convert the existing building to entirely apartments. The existing structure would than contain 4 apartments. No site improvements are needed. Public sewer and water connections exist as well as a parking lot to accommodate it's needs.

Name of Applicant or Sponsor:	Telephone:
Carmine Petti and Frank Audino	E-Mail:

Address:

524 Russell Road

City/PO:	State:	Zip Code:
Albany	NY	12203

	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: Planning Commission	☐	☑

3. a. Total acreage of the site of the proposed action? 0.15 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.52 acres

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:		
The proposed project includes work along the Mohawk River which is a Class A waterbody with Class A standards. Work includes the construction of a new reinforced-concrete bulkhead and a stone revetment to address existing shoreline erosion. Permanent work below the existing edge of water is approximately 0.025 AC. The project also includes new floating docks which will be installed in the spring and removed in the fall. Total dock square footage is estimated to be approximately 800 square feet.		

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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: _____ _____		
~~1~~9. 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: _____ V00649, 447031 1911 Curry Road currently is used as a gas station and is being monitored.		

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

Applicant/sponsor/name: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP Date: May 28, 2024

Signature: Peter Comenzo Title: Professional Engineer

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PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Aquifer Area Overlay Zone, Reason:Conserve, improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

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Agency Use Only [If applicable]

Project:	Kiwanis Park Boat Launch
Date:	June 12, 2024

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

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Agency Use Only [If applicable]

Project: Kiwanis Park

Date: June 12, 2024

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

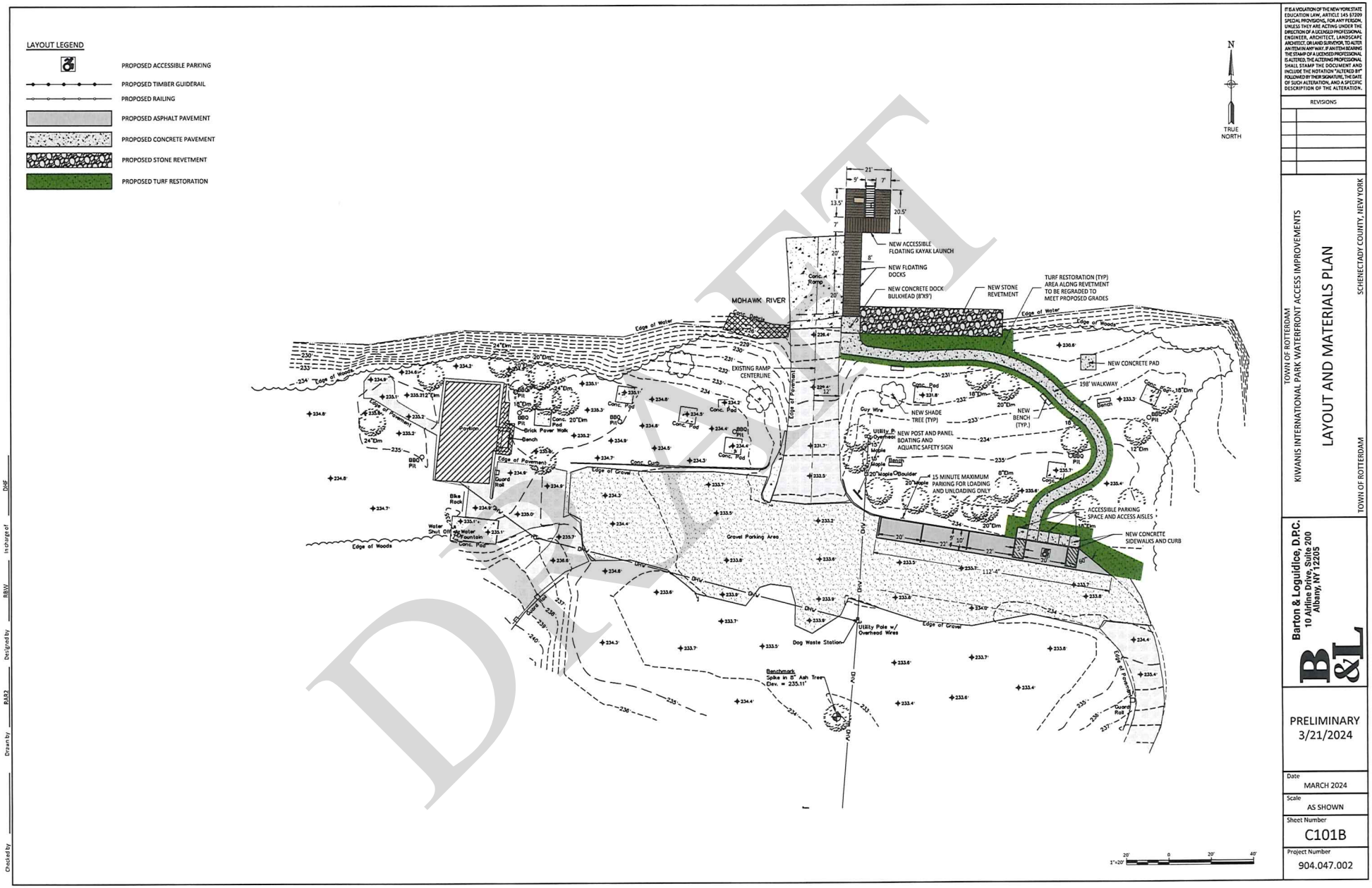
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☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Rotterdam Town Board	June 12, 2024
Name of Lead Agency	Date
Mollie Collins	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Peter Comenzo
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



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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 PROFESSIONAL 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.

REVISIONS

TOWN OF ROTTERDAM
KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS

LAYOUT AND MATERIALS PLAN

SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

PRELIMINARY
3/21/2024

Date: MARCH 2024
Scale: AS SHOWN
Sheet Number: C101B
Project Number: 904.047.002

Plotted: Mar 21, 2024 – 1:18PM SYR By: mesh
Z:\BL-Vaa\01\9217AD2-1C71-4823-8927-9905C4C54147\01\392000-2382399\2382040\LL\934047_3-C100-C102 Site Plans (0_2920040).dwg
Checked by _____ Drawn by _____ RAB2 Designed by _____ RBW In charge of _____ DHF

RESOLUTION NO. 257.24

REQUESTING BIDS FOR TOWN OF ROTTERDAM WATER DISTRICT NO. 5 LEAK DETECTION SURVEY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for the Rotterdam Water District No. 5 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 Tuesday, the 16th day of July 2024, 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:

TOWN OF ROTTERDAM WATER DISTRICT NO. 5 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 TO THE TOWN CLERKS OFFICE AT 1100 SUNRISE BLVD. PRIOR TO 2:00 P.M., TUESDAY JULY 16, 2024

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

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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 12, 2024
BidNet: Please publish on June 18, 2024
Daily Gazette: Please publish once on June 18, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective June 12, 2024

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 5, 2024
TO:	Town Board
FROM:	C. Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Bid Leak Detection Survey for Town of Rotterdam Water District 5
TOWN BOARD MEETING:	June 12, 2024
Background Information:	Prime AE previously prepared municipal bidding documents for Rotterdam Junctions Leak Detection in water districts 3 & 4. That has been completed and the Town needs to now do water district 5.
Evaluation/Analysis:	Prime AE prepared municipal bidding documents to bid the leak detection survey of water district 5.
Recommendation(s):	Bid Leak Detection Survey for the Town of Rotterdam Water District 5.
Attachment/Document(s):	Bid package – Leak Detection Survey Town of Rotterdam Water District 5.
Compliance with Purchasing Policy:	Yes – Competitive Bidding
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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TOWN OF ROTTERDAM
WATER DISTRICT #5 LEAK DETECTION SURVEY
PHASE 2
CONTRACT NO. 1 – LEAK DETECTION

PROJECT MANUAL

TOWN BOARD

Mollie Collins	Supervisor
Charles Jack Dodson	Deputy Supervisor
Teri Gallucci	Council Member
Ron Schlag	Council Member
Joseph C. Mastroianni	Council Member
Diane M. Marco	Town Clerk

PROJECT ENGINEER
KB ENGINEERING & ARCHITECTURE, P.C.



Project No. 240610

Bid Issue: June 2024

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KB Engineering & Architecture, P.C.

KB Engineering & Architecture, P.C.
100 Great Oaks Blvd. | Suite 114 | Albany NY 12203
P: 1.833.723.4768 | www.primeeng.com

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

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Town of Rotterdam

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam, Water District #5 Leak Detection Survey Phase 2 project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 02:00 PM local time on Tuesday, July 16, 2024 at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Contract No. 1 – Leak Detection: will consist of performing acoustic listening and correlation method leak detection of a portion of the Town of Rotterdam Water District #5 in the northwest portion of the Town (approximately 40 miles of water main, size range: up to 20", plus services), including all necessary labor, tools, equipment, vehicles, and reports, all as shown on the contract drawings and specified herein.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

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

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

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

END OF SECTION

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SECTION 002113
INSTRUCTIONS TO BIDDERS

1.1 ARTICLE 1 – DEFINED TERMS

A. 1.01 – Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

1. Bidder – The individual or entity who submits a Bid directly to OWNER.
2. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
3. Successful Bidder – The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

1.2 ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

A. 2.01 – Complete sets of the Bidding Documents in the number and for the fee, if any, stated in the Notice to Bidders may be obtained from the Issuing Office.

B. 2.02 – Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. 2.03 – OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

D. 2.04 – All sections requiring Bidder to supply information, signature, bid bond, etc., are included in this document on a separate .pdf file for your convenience in identifying them. These sections include 004117 Bid Form, 004313 Bid Bond, 004513 Contractor's Qualifications Statement, 004519 Non-Collusion Affidavit, and 004525 Town of Rotterdam Non-Discrimination and Harassment Policy & Affidavit. All requested information must be provided for bid to be considered for acceptance.

1.3 ARTICLE 3 – QUALIFICATIONS OF BIDDERS

A. 3.01 – To demonstrate Bidder's qualifications to perform the Work prior to award, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

1. EJCDC C-451, "Qualifications Statement" (Section 004513) with bid package. Section regarding contractor's financial information need not be completed with bid submittal but must be available from apparent successful bidder within 48 hours of Owner's request.

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1.4 ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

A. 4.01 – Subsurface and Physical Conditions

1. The Supplementary Conditions Identify:

a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
b. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

2. Copies of reports and drawings referenced in paragraph 1.2.I of the Supplementary Conditions will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03 of the General Conditions has been identified and established in paragraph 1.2.I of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

B. 4.02 – Underground Facilities

1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or other.

C. 4.03 – Hazardous Environmental Condition

1. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.
2. Copies of reports and drawings referenced in paragraph 1.2.J will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.06 of the General Conditions has been identified and established in paragraph 1.2.J of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

D. 4.04 – Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the

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Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.

E. 4.05 – On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

F. 4.06 – Reference is made to Article 1 of the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) and Paragraph 1.4 of the Summary of Work for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

G. 4.07 – It is responsibility of each Bidder before submitting a Bid to do the following:

1. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents.
2. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work.
4. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
5. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
6. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
7. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

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9. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder.
10. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

H. 4.08 – The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

1.5 ARTICLE 5 – PRE-BID CONFERENCE

A. 5.01 – A Pre-Bid conference will not be held. ENGINEER will answer any contractor questions via phone or email. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising during the bidding phase. Oral statements may not be relied upon and will not be binding or legally effective.

1.6 ARTICLE 6 – SITE AND OTHER AREAS

A. 6.01 – The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easement for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

1.7 ARTICLE 7 – INTERPRETATIONS AND ADDENDA

A. 7.01 – All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. 7.02 – Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

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1.8 ARTICLE 8 – BID SECURITY

A. 8.01 – A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5 % of Bidder's *maximum* Bid price and in the form of a certified or bank check or a Bid Bond (EJCDC No. C-430, 2013 edition) issued by a surety meeting the requirements of paragraph 6.01 of the General Conditions.

B. 8.02 – The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be Forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of *seven* days after the Effective Date of the Agreement or *46* days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

C. 8.03 – Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within *thirty* days after the Bid opening.

1.9 ARTICLE 9 – CONTRACT TIMES

A. 9.01 – The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

1.10 ARTICLE 10 – LIQUIDATED DAMAGES

A. 10.01 – Provisions for liquidated damages, if any, are set forth in the Agreement.

1.11 ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

A. 11.01 – The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 7.04 of the General Conditions, or those substitute or materials and equipment approved by the ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for ENGINEER's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the ENGINEER at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by ENGINEER as a substitute unless a written request for approval has been submitted by Bidder and has been received by ENGINEER at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 7.04 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

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1.12 ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

A. 12.01 – If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. IF OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

B. 12.02 – If apparent Successful Bidder declines to make any such substitution, OWNER may determine such Bidder to be nonresponsive and reject the Bid. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER and ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as defined in Paragraph 1.01 of the General Conditions.

C. 12.03 – CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

1.13 ARTICLE 13 – PREPARATION OF BID

A. 13.01 – The Bid form is included with the Bidding Documents in a .pdf file labeled *Forms to be Submitted With Bid*.

B. 13.02 – All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each *section, Bid item, alternative, and unit price item* listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered. Where space has been provided, the Bid price(s) on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

C. 13.03 – A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

D. 13.04 – A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

E. 13.05 – A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

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F. 13.06 – A Bid by an individual shall show the Bidder's name and official address.

G. 13.07 – A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

H. 13.08 – All names shall be typed or printed in ink below the signatures.

I. 13.09 – The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

J. 13.10 – The address and telephone number for communication regarding the Bid shall be shown.

K. 13.11 – The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

L. 13.12 – Non-Collusion Affidavit must be signed.

1.14 ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

A. 14.01 – Lump Sum

1. Bidders shall submit a Bid on lump sum basis where applicable as set forth in the Bid form.

B. 14.02 – Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

1.15 ARTICLE 15 – SUBMITTAL OF BID

A. 15.01 – Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid form, and the Bid Bond form. The unbound copy of the Bid form is to be completed and submitted with the Bid security.

B. 15.02 – A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the *Owner.*

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1.16 ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

A. 16.01 – A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

B. 16.02 – If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

1.17 ARTICLE 17 – OPENING OF BIDS

A. 17.01 – Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

1.18 ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

A. 18.01 – All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

1.19 ARTICLE 19 – AWARD OF CONTRACT

A. 19.01 – OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

B. 19.02 – More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

C. 19.03 – In evaluating Bids, OWNER will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

D. 19.04 – In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

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E. 19.05 – OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

F. 19.06 – If the Contract is to be awarded, OWNER will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Advertisement for Bids, is lowest, price and other factors considered.

1.20 ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

A. 20.01 – Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, set forth OWNER's requirements as to performance Bond, payment Bond, and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

1.21 ARTICLE 21 – SIGNING OF AGREEMENT

A. 21.01 – When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within *{ten}* days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

1.22 ARTICLE 22 – SALES AND USE TAXES

A. 22.01 –*OWNER is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Exemption No. 14-6002410. Said taxes shall not be included in the Bid. Refer to paragraph 6.10 of the Supplementary Conditions for additional information.*

END OF DOCUMENT 002113

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FORMS TO BE SUBMITTED WITH BID

- **004117 BID FORM**
- **004313 BID BOND**
- **004513 CONTRACTOR'S QUALIFICATION STATEMENT**
- **004519 NONCOLLUSION AFFIDAVIT**
- **004525 NON-DISCRIMINATION AND HARASSMENT IN THE WORKPLACE POLICY**

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004117
Bid Form

For: Town of Rotterdam
Water District #5 Leak Detection Survey Phase 2

From:_____
(Name of Bidder)

Date Bid Submitted:_____

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

BIDDER has studied carefully all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions, in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in 5.03 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely as provided in 5.03 of the General Conditions. BIDDER acknowledges that such reports and drawings are not contract documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown, or indicated, in the bidding documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for the performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with 15.03 and 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the contract documents.

BIDDER has correlated the information known to BIDDER. Information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.

BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract and furnish a satisfactory bond as stated in the foregoing Notice to Bidders, within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and the certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure; otherwise it shall be returned to the undersigned.

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BID FORM MUST BE INSERTED IN PROJECT MANUAL

Contract No. 1 – Leak Detection

1. Leak Detection Bid Amount

The contractor shall include all costs associated with the leak detection survey in the lump sum bid for water main leak detection in the bid form below, including but not limited to labor, equipment, vehicles, mileage, hotels, meals, paper, coordination with the Town and Engineer, project management and administration, insurance, and reports.

For work of Contract No. 1 – Leak Detection, the BIDDER proposes to perform the work required in accordance with contract documents, complete for the lump sum price of:

Pay Item No.	Pay Item Description	Lump Sum $ Amount
1.	Leak Detection Bid Work per contract	

Total Lump Sum Leak Detection Bid Amount written in numbers:

$ _____

Total Lump Sum Leak Detection Bid Amount written in words:

_____ Dollars and _____ Cents

Bids shall include all associated costs for completion of that particular item of work, including but not limited to all overhead and administrative costs. Failure to include any costs or work will not be grounds for extra payment.

Note: Owner retains the right to reject all bids.

2. Bid Deposit

In accordance with the conditions established in the foregoing Notice to Bidders, attached is a certified check or bid bond drawn on

_____

for the sum of 5% of the total bid amount or

$ _____

3. Acknowledgment of Receipt of Addenda

Addenda #	Date	Contractor's Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Address/Telephone and Telefax Number for Communications Regarding Bid

Name: _____

Address: _____

_____

BID FORM MUST BE INSERTED IN PROJECT MANUAL

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Telephone:_____ Telefax: _____

5. Noncollusion Affidavit Signed (Section 004519)

_____ Yes _____No

6. Contractors Qualification Statement completed (section 004513)

_____ Yes _____No

7. Harassment Policy Affidavit signed (section 004525)

_____ Yes _____No

8. Bidder's Signature

If Bidder is an Individual:

By: _____
(signature)

_____
(print or type name (and title if applicable))

DBA: _____

Address: _____

_____

Phone _____

If Bidder is a Partnership:

_____
(print or type firm name)

By: _____
(signature of General Partner)

_____
(print or type name & title)

Address: _____

_____

Phone _____

If Bidder is a Corporation:

_____
(print or type corporate name)

_____
(state of incorporation)

By: _____
(signature of President or Vice President)

_____
(print or type name & title)

(Corporate Seal)

Attest _____
(signature by corp. secretary/asst. secretary)

_____
(print or type name & title)

Address: _____

_____

Phone: _____

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004313

BID BOND

(Attach Bid surety to this Page)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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004513

QUALIFICATIONS STATEMENT

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: _____

Owner: _____

Project Name: _____

_____

_____

TYPE OF WORK: _____

_____

_____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

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5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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004519

NON-COLLUSION AFFIDAVIT

004519
Noncollusion Affidavit

Every bid or proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid each party thereto, certifies that:

such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

such bid is genuine and not collusive or sham;

said bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;

said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;

all statements contained in such bid are true;

and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown

thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such persons or persons as have a partnership or other financial interest with said bidder in his general business.

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither 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 the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in 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 noncollusion as the act and deed of the corporation.

Signature: _____

Print Name: _____

Title _____

Business Address of Bidder _____

_____

Dated: _____

NONCOLLUSION AFFIDAVIT MUST BE INSERTED IN PROJECT MANUAL

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004525

TOWN OF ROTTERDAM
NON-DISCRIMINATION AND HARASSMENT POLICY & AFFIDAVIT

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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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Town of Rotterdam Non-Discrimination and Harassment Policy Affidavit

Every bid or proposal made to the Town of Rotterdam where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid each party thereto, certifies that:

The bidder has received the Town of Rotterdam's *903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace* policy;

And said bidder understands and will comply with said non-discrimination and harassment policy;

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither 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 the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in 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 noncollusion as the act and deed of the corporation.

Signature: _____

Print Name: _____

Title _____

Business Address of Bidder _____

_____

Dated: _____

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NON-DISCRIMINATION AND HARASSMENT AFFIDAVIT MUST BE INSERTED IN PROJECT MANUAL

SECTION 005213.10
AGREEMENT FORM - EJCDC STIPULATED SUM

1.1 SUMMARY

A. Document Includes:

1. Agreement.

B. Related Documents:

1. Document 007213.10 - General Conditions - EJCDC Stipulated Sum.
2. Document 007314 - Supplementary Conditions - EJCDC.

1.2 AGREEMENT

A. Basis of Agreement between Owner and Contractor: EJCDC C-520 - Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

END OF DOCUMENT 005213.10

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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ASCE
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INTRODUCTION

This Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC® C-200, 2013 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC® C 410, 2013 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC® C-700, 2013 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition), and the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and Contract Documents, and establishing the Contract Price and Contract Times. This Agreement form is specifically intended for stipulated price (fixed price) contracts—that is, contracts in which Owner and Contractor identify specific lump sums and unit prices as Contractor's compensation for performing the Work. For construction contracts in which the Contract Price is primarily based on costs incurred during construction, users should select EJCDC® C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus).

This Agreement form is drafted to be flexible enough to be used on projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise. On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.

- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms "Bidding Documents," "Bidding Requirements," and "Contract Documents" are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

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Suggested provisions are accompanied by "Notes to User" and bracketed notes and prompts to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms, and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition), available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

CSI MasterFormat™ (50-Division format) designates Document "00 52 XX" for various forms of the owner-contractor agreement. If this format is used, the first page of the Agreement would be numbered 00 52 13-1 (or other appropriate third pair of numbers, in accordance with MasterFormat™).

Instructions and restrictions regarding the use of this document are set out in the License Agreement that accompanied the document at the time of purchase. To prepare the Agreement for inclusion in a Project Manual or for use in a specific contractual engagement, (1) remove the cover pages and this Introduction, (2) fill in Project-specific information and make revisions to the Agreement, following the guidance in the Notes to Users and bracketed notes and prompts, and the advice of legal counsel, and (3) delete the Notes to Users and bracketed notes and prompts.

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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The Town of Rotterdam ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work for Contract No. 1 - Leak Detection: will consist of performing acoustic listening and correlation method leak detection of a portion of the Town of Rotterdam Water District #5 in the northwest portion of the Town (approximately 40 miles of water main, size range: up to 20", plus services), including all necessary labor, tools, equipment, vehicles, and reports, all as shown on the contract drawings and specified herein.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Town of Rotterdam
Water District #5 Leak Detection Survey Phase 2
Contract No. 1 – Leak Detection

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by KB Engineering & Architecture, P.C.

3.02 The Owner has retained KB Engineering & Architecture, P.C. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before ***September 25, 2024*** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ***October 9, 2024***.

~~B. Parts of the Work shall be substantially completed on or before the following Milestone(s):~~

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~~1. Milestone 1 [event & date/days]~~

~~2. Milestone 2 [event & date/days]~~

~~3. Milestone 3 [event & date/days]~~

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $200 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

~~4. Milestones: Contractor shall pay Owner $_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.~~

~~B. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $_____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to $_____.~~

~~4.04 *Special Damages*~~

~~A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

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ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, other than Unit Price Work, a lump sum of: $.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):~~

~~C. established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):~~

~~Unit Price Work~~					
~~Item No.~~	~~Description~~	~~Unit~~	~~Estimated Quantity~~	~~Unit Price~~	~~Extended Price~~
~~Total of all Extended Prices for Above Items~~					~~$~~

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

D. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

~~E. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

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requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

    a. **95** percent of Work completed (with the balance being retainage)**;** ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;~~ and

    b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire work ~~construction~~ to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *6* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

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any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive). This is only required if the total bid is over $100,000.
3. Payment bond (pages 1 to 3, inclusive). This is only required if the total bid is over $100,000.
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 1 to 7, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of ~~___ sheets with~~ each sheet bearing the following general title: Town of Rotterdam Leak Detection Survey – Contract No. 1 – Leak Detection ~~**[or]**~~ and the Drawings listed on the ~~attached~~ sheet index.
8. Addenda (numbers 0 to 0, inclusive).
9. Exhibits to this Agreement (enumerated as follows):

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a. Contractor's Bid (pages 1 to 4, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ 2024 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Town of Rotterdam	
By:	By:
Title: Supervisor	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Town of Rotterdam Town Hall	
1100 Sunrise Boulevard	
Schenectady, NY 12306	
	License No.: *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

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PERFORMANCE BOND

(Only required if the Total Bid is over $100,000)

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PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

(Only required if the Total Bid is over $100,000)

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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STANDARD GENERAL CONDITIONS

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SECTION 007213.10 - GENERAL CONDITIONS
EJCDC STIPULATED SUM

1.1 SUMMARY

A. Document Includes:

1. General Conditions.

B. Related Documents:

1. Document 005213.10 - Agreement Form - EJCDC Stipulated Sum.
2. Document 007314 - Supplementary Conditions - EJCDC.

1.2 GENERAL CONDITIONS

A. General Conditions of the Contract: EJCDC C-700 - Standard General Conditions of the Construction Contract.

1.3 SUPPLEMENTARY CONDITIONS

A. Refer to Document 007314 - Supplementary Conditions - EJCDC for amendments and supplements to General Conditions.

END OF SECTION 007213.10

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. 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

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 007314
SUPPLEMENTARY CONDITIONS - EJCDC

1.1 SUMMARY

A. Document Includes:

1. Supplementary Conditions.

B. Related Documents:

1. Section 004117 - Bid Form.
2. Document 005213.10 - Agreement Form - EJCDC Stipulated Sum.
3. Document 007213.10 - General Conditions - EJCDC Stipulated Sum.

1.2 SUPPLEMENTARY CONDITIONS

A. Amendments:

1. These Supplementary Conditions amend or supplement EJCDC C-700 - Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below.
2. All provisions not amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions, which are defined in EJCDC C-700, have the meanings assigned to them in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

C. (SC-1.01.A.3): Add following to Paragraph 1.01.A.3:

1. Add the following language at the end of Paragraph 1.01.A.3: The Application for Payment form to be used on this Project is form AIA G702 and G703.

D. (SC-1.01.A.8): Add the following language at the end of Paragraph 1.01.A.8: The Change Order form to be used on this Project is form AIA G701.

E. (SC-1.01.A.21): Delete Paragraph 1.01.A.21 in its entirety.

F. (SC-2.02.A): Amend Paragraph 2.02.A to read as follows:

1. Owner shall furnish to Contractor up to 3 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

G. (SC-3.01.D): Add following Paragraph immediately after Paragraph 3.01.C:

1. (Paragraph 3.01.D): Sections of Division 01 govern the execution of the Work of all Sections of the Specifications.

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H. (SC-3.05.A): Amend Paragraph 3.05.A to read as follows:

1. The data furnished by Owner or Engineer to Contractor that may be relied upon are limited to the printed copies (also known as hard copies) issued by Engineer or the electronic files issued by Engineer. Printed copies of Engineer issued electronic files, or portions thereof, by Contractor are to be relied upon only if the applicable specifications and drawings are printed in their entirety, unaltered, and drawings to proper scale. Any conclusion or information obtained or derived from data other than described herein as reliable, will be at the Contractor's sole risk. If there is a discrepancy between the electronic files issued by the Engineer and the hard copies issued by Engineer, the hard copies will govern. Reliability of electronic data furnished by Contractor to Owner or Engineer will be at the sole discretion of the receiving party.

I. (SC-5.03): Add following Paragraphs immediately after Paragraph 5.03.A:

1. (Paragraph 5.03.B): The following reports of exploration and tests of subsurface conditions at or contiguous to the Site are known to Owner:

   a. (Paragraph 5.03.B.1): Report dated [**<_____>, 20<_____>**], prepared by <_____>, and titled <_____>. The technical data contained in such report upon which Contractor may rely is <_____>.
   b. (Paragraph 5.03.B.2): Report dated [**<_____>, 20<_____>**], prepared by <_____>, and titled <_____>. The technical data contained in such report upon which Contractor may rely is <_____>.

2. (Paragraph 5.03.D): Underground Utilities are known to exist within project boundaries. These include, but are not limited to, storm sewers, underground telephone & water mains. It is Contractor's responsibility to contact Dig Safely New York a minimum of 72 hours prior to beginning any work to locate any & all utilities. Contractor is to provide protection for all utilities during construction.

3. (Paragraph 5.03.E): The reports and drawings identified above are not part of the Contract Documents, but the technical data contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated into the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.
4. (Paragraph 5.03.F): Copies of reports and drawings identified in SC-5.03.B and SC-5.03.C that are not included in Bidding Documents may be examined at during regular business hours.

J. (SC-5.06): Delete Paragraphs 5.06.A and 5.06.B and insert following:

1. (Paragraph 5.06.A): No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

K. (SC-6.03.K): Add the following new paragraph immediately after Paragraph 6.03.J:

1. The limits of liability for insurance required by paragraph 6.03 of General Conditions shall provide coverage for not less than the following amounts or greater where required by Law & Regulations:

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1. Workers' Compensation, and related coverages under paragraphs 6.03.A.1 through A3 of the General Conditions:

   a. State: Statutory

   b. Applicable Federal

   (e.g. Longshoremen's) Statutory

   c. Employer's Liability $1,000,000

2. Contractor's General Liability under paragraphs 6.03.B.1 through B.3 and 6.03.C.1 through 6.03.C8 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

Construction Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
<$10M	$2,000,000	$2,000,000
>$10M - $50M	$5,000,000	$5,000,000
>$50M	$10,000,000	$10,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

   a. Combined Single Limit of $1,000,000

4. The Contractual Liability coverage required by paragraph 6.03.H of the General Conditions shall provide coverage for not less than the following amounts:

   a. Bodily Injury:

   Each person $2,000,000

   Each Accident $2,000,000

   b. Property Damage:

   Each Accident $2,000,000

   Annual Aggregate $2,000,000

5. Owner and Engineer shall be included on policy as additionally insured.

L. (SC-6.04.A): Delete Paragraph 6.04.A and 6.04B in its entirety and insert the following in its place:
   1. Contractor's general liability carrier shall issue separate Protective Liability Policy covering Owner and Engineer for not less than a single Limit of $1,000,000.

M. (SC-6.05.A): Delete Paragraph 6.05.A in its entirety and insert the following in its place:

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1. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
   1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
   2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
   3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
   4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
   5. allow for partial utilization of the Work by Owner;
   6. include testing and startup;
   7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
   8. comply with the requirements of Paragraph 6.05.B of the General Conditions.

N. (SC-6.07): Delete Paragraph 6.07 in its entirety.

O. (SC-6.09.B): Add a new paragraph immediately after Paragraph 6.09.A:
1. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work.
   1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
   2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

P. (SC-7.08.B): Add the following new paragraph immediately after Paragraph 7.08.A:
1. Owner will obtain and pay for any local building permits required.

Q. (SC-8.02.A.1): Delete Paragraphs 8.02.A.1-3 in their entirety and replace with the following:
1. Each Prime Contractor shall be responsible for coordination of their work and the work of their subcontractors with the work of other Prime Contractors on the Site to ensure a safe, efficient working environment and to prevent interferences and delays. This responsibility includes scheduling delivery of materials, storage of materials, sequencing of construction involving different crafts, resolving interface issues between crafts, scheduling testing, and all other aspects of the Work that do not impact the design or function of the Work. Improper coordination by any Contractor shall not relieve

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Contractor from performing work under this Contract in accordance with the Plans and Specifications.

R. (SC-8.04): Add the following new paragraph immediately after Paragraph 8.03:

1. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.
2. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
3. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

S. (SC-13.03.E): Amend Paragraph 13.03.E.1 to read as follows:

1. the total Bid price any one item of Unit Price Work amounts to 5 percent or more of the Total Contract Price and the actual final quantity of that particular item of Unit Price Work differs by more than 25 percent from the Bid quantity of such item as shown in the Agreement. Such variation in unit price of a particular item shall apply only to that quantity in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount; and

T. (SC-15.01): Delete paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Thirty days after presentation of the

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Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.E) become due and when due will be paid by Owner to Contractor.

U. (SC-15.09): Add Section 15.09 to Article 15 of the General Conditions as follows:
SC-15.09 Certification of Wage Rates

1. Contractor shall pay wages to all those under his employ as provided for by Section 220 of Labor Law of State of New York & as set forth in attached Prevailing Wage Rate Schedules.
2. Certified payroll documentation is to be submitted with all Contractor Applications for Payment between the first and final payment requests, inclusive.

V. (SC-17.01): Delete Paragraphs 17.01.B.1, 17.01.B.2, and 17.01.B.3 in their entirety and insert the following in their place:
1. elects in writing to demand arbitration of the claim, pursuant to paragraph SC-17.02.

W. (SC-17.02): Add the following new paragraph immediately after Paragraph 17.01.
SC-17.02 Arbitration

1. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 15.07) including but not limited to those not resolved under the provisions of Paragraphs SC 17.01A and 17.01.B will be decided by arbitration in accordance with the rules of The American Arbitration Association and subject to the conditions and limitations of this Paragraph SC 17.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
2. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information, in accordance with Article 17.01.B.
3. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include:
   (i) a concise breakdown of the award;
   (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
4. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.
5. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

END OF DOCUMENT 007314

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DIVISION 1 - GENERAL REQUIREMENTS

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SECTION 011000
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Contract summaries
3. Definition of Extent of Contract Work
4. Summary by Reference
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.
9. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Water District #5 Leak Detection Survey Phase 2.

1. Project Location: Rotterdam, New York.

B. Owner: Town of Rotterdam.

C. Engineer: KB Engineering & Architecture, P.C., 100 Great Oaks Boulevard, Suite 114, Albany, NY, 12203.

D. Type of Contract:

1. Contracts for this Project include the following:

a. Contract No. 1: Leak Detection

E. Contract Documents indicate work of Contract & related requirements & conditions that impact the project. Related requirements & conditions that are indicated on Contract Documents

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include, but are not necessarily limited to the following: Existing site conditions & restrictions on use of site.

F. Summary of Work: Work of this Project includes performing acoustic listening and correlation method leak detection of a portion of water district 5 of the Town of Rotterdam. All project costs shall be included in the bid price, including but not limited to project management and coordination with the Town Water Department, performing the survey, preparing the report, mileage, hotels, subcontractors, printing fees, and other associated expenses.

1.4 CONTRACT SUMMARIES

A. Contract No. 1 – General Construction

1. Protection of underground facilities and utilities, including any repairs required as a result of this work.
2. Provide temporary facilities as required to perform work under this contract.
3. Provide protection of persons (including leak detection staff) and property from hazards associated with this work, including all necessary safety procedures such as traffic controls, and other protocols to comply with the requirements of OSHA.
4. Provide quality control testing and calibration required for equipment used during this project.
5. Protection of the Town of Rotterdam water system from contamination caused by this work.
6. Perform acoustic listening and correlation method leak detection of a portion of the Town of Rotterdam water district 5 in the northwest portion of the Town, including all necessary labor, vehicles, tools, and equipment, all as shown on the contract drawings and specified herein. The approximate linear footage of water mains to be surveyed is 40 miles not including services.
    a. Provide one or more experienced technicians to perform the survey at all times, as well as all necessary leak detection equipment, and a vehicle that has all necessary functions for performing the survey.
        1) The Town Water Department will provide staff to open valve boxes, excavate access points to the water main that are deemed necessary for detecting leaks (must be approved by Town's point of contact first), and assist with the leak detection survey as needed.
    b. Leak Detection shall be performed during the Town's normal working hours of 7:00 AM and 3:30 PM, Monday through Friday (excluding holidays), unless other times are needed to accurately perform leak detection. Contractor shall obtain approval from Town before performing work outside of the Town's normal working hours.
    c. This work will be performed under the Town's existing Maintenance Permit with NYSDOT in the state road right-of-way.
    d. The contractor shall use detection equipment on all hydrants, accessible line valves, and other accessible points of piping to determine the presence of leaks and then use additional points of contact as needed to verify the exact location of leaks. The maximum distance between the initial listening points is 500 feet for metallic or ACP piping and 200 feet for plastic piping unless site conditions prevent the contractor from making direct system contact within this interval at certain points within the system (for instance if no hydrants or valves are located within the

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interval). In these instances, the contractor shall walk above the main and listen for leaks with a ground microphone.

e. The leak detection contractor shall use two or more sensors for correlating distances to a leak to determine the exact location of the leak.

f. The leak detection contractor shall notify the on-site engineer's representative and the Town water department when a leak location is determined so they can record it in their notes and/or GPS equipment and mark it with spray paint.

g. The leak detection contractor shall submit a report to the engineer and the Town after the leak detection field work is complete that includes the leak detection equipment used, the days when work was performed, where work was performed each day, where leaks were found (both in a written list and on a map), severity classifications and estimated water losses for each located leak, correlation graphs for each leak, sources for each leak (main, valve, hydrant, etc.), the results of all correlations performed, a licensed copy of the software needed for the Town and/or Engineer to review the leak detection survey files, and the total estimated water loss of the Rotterdam water district 5 water system.

1.5 DEFINITION OF EXTENT OF CONTRACT WORK

A. The Extent of work of the Project is indicated in the Contract Documents. Local custom & trade-union jurisdictional settlements do not control scope-of-work in this Contract. When a potential jurisdictional dispute or similar potential work interruption is first identified or threatened, affected parties of Contract shall promptly negotiate a reasonable settlement which will avoid or minimize such pending interruption & its delays or losses.

1.6 SUMMARY BY REFERENCE

A. Work can be summarized by reference to Contract, General Conditions, Supplementary Conditions, Specification sections, Drawings, Addenda & Modifications to Contract Documents issued subsequent to initial printing of this Project Manual, & including but not necessarily limited to printed material referenced by any of these. It is recognized that work of Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions & other forces outside contract documents.

B. In cases of discrepancy between Contract Drawings & Contract Specifications, interpretations shall be given preference in the following order:

1. Addenda (later dates take precedence).
2. Technical Specifications
3. Supplementary Conditions
4. General Conditions
5. Contract Drawings (Schedules or Notes to take precedence over other data shown on aforesaid drawings.)

1.7 ACCESS TO SITE

A. General: Contractor shall limit use of premises to Work indicated, so as to allow for Owner occupancy & other appropriate uses.

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B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Do not unreasonably encumber site with materials or equipment.
2. Work accomplished under this contract shall progress in such a manner as to keep any & all inconveniences to a minimum.
3. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by project operations throughout project period. Repair damage caused by project operations.

D. Temporary Facilities: Contractor is responsible to provide the necessary temporary facilities required to complete the work under this contract.

1.8 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire project period. Cooperate with Owner during project operations to facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
1. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
2. Precaution shall be taken during project to prevent damage to existing facilities.

B. Disposal of materials shall be in accordance with all applicable codes & regulations.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to normal business working hours of 7 a.m. to 3:30 p.m., Monday through Friday, unless otherwise permitted by Owner.

C. Noise: Coordinate operations that may result in high levels of noise with Owner.

1. Notify Engineer and Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner’s written permission before proceeding with disruptive operations.

D. Restricted Substances: Use of tobacco products and other controlled substances is not permitted.

E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

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F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1.11 SPECIAL NOTICE FOR BIDDERS

A. Contractor is responsible for obtaining all necessary permits, paying application fees, and obtaining approvals prior to beginning construction. It is the Contractor’s responsibility to provide any additional information necessary to complete the applications. Compliance with Insurance requirements will also be the Contractor’s responsibility. Work may not be allowed to commence in all areas until permits are granted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXECUTION

A. A detailed schedule will be required to be submitted within 72 hours of the bid opening by the apparent low bidder, that will show a detailed plan and schedule, including manpower equipment, and general approach for completing the work. Failure to provide an acceptable plan could result in rejection of the low bid.

B. Contractor shall provide a copy of property owner release to Engineer for land used for material and equipment storage areas, and/or field office trailer sites.

END OF SECTION 011000

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SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, by formal letter to the Contractor.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
2. Within 20 days, unless otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms acceptable to Engineer.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Proposal Request Form: Use form acceptable to Engineer.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment. Contractor's Schedule & Submittal Schedule are included in *Submittals*.

B. Related Requirements:

1. Section 013200 "Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's schedule.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's schedule.

1. Coordinate line items in the schedule of values with other required administrative schedules & forms, including:

a. Contractor's schedule.
b. Application for Payment form.
c. List of subcontractors.

2. Submit Schedule of Values to Engineer at earliest feasible date, but in no case later than date scheduled for preconstruction meeting, as specified in General Conditions.

B. Format and Content: Use Project Manual Bid Form as guide to establish format for Schedule of Values.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Engineer.
c. Engineer's Project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

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3. Allowances: Provide a separate line item in the schedule of values for each allowance. Use information indicated in the Contract Documents to determine quantities.
4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
5. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements.
6. Schedule of Values Revisions: Revise the schedule of values when Change Orders result in a change in the Contract Sum. Include at least one separate line item for each Change Order.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

B. Initial Application for Payment, Application for Payment at time of Substantial Completion & final Application for Payment involve additional requirements.

C. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of work covered by each Application for Payment is the period indicated in the Agreement.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Owner. Engineer will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders issued before last day of work period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

F. Transmittal: Submit one signed and notarized original copy of each Application for Payment to Engineer by email. The copy shall be complete, including waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to application in manner acceptable to Engineer.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.

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2. Schedule of values.
3. Contractor's schedule.
4. Submittal schedule (preliminary if not final).
5. List of Contractor's staff assignments.
6. List of Contractor's principal consultants.
7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
8. Initial progress report.
9. Report of preconstruction conference.
10. Certificates of insurance and insurance policies.
11. Performance and payment bonds.

H. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. Administrative actions & submittals that shall proceed or coincide with this application include:
    a. Test records
    b. Leak detection survey records.
    c. Final cleaning.
    d. Application for reduction of retainage & consent of surety.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706.
5. AIA Document G706A.
6. AIA Document G707.
7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.
9. Removal of temporary facilities & services.
10. Removal of surplus materials, rubbish, & similar elements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and supervisory provisions for coordinating operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Administrative & supervisory personnel.
3. Cleaning.
4. RFIs.
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:
1. Section 013200 "Progress Documentation" for preparing and submitting Contractor's schedule.
2. Section 013300 “Submittal Procedures”, for required submittals.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting project operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project

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site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

C. See Section 013300, Submittal Procedures, for other required submittals.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate project operations included in different Sections of the Specifications to ensure efficient and orderly completion of each part of the Work.
   1. Attend project coordination meetings as scheduled by Project Coordinator.
   2. In case of conflicts due to improper coordination by any contractor, Engineer's resolution will be final. No compensation will be awarded for extra work required to resolve conflicts.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other project activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

   1. Preparation of Contractor's schedule.
   2. Installation and removal of temporary facilities and controls.
   3. Delivery and processing of submittals.
   4. Progress meetings.
   5. Project closeout activities.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

   1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Engineer.
   6. RFI number, numbered sequentially.

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7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, drawings and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.

1. Attachments shall be electronic files in PDF format.

D. Engineer's Action: Engineer will review each RFI, determine action required, and respond.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Engineer's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

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F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within 7days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting the project, at a time convenient to Owner and Engineer..

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Responsibilities and personnel assignments.
b. Tentative schedule.
c. Phasing.
d. Designation of key personnel and their duties.
e. Lines of communications.
f. Use of web-based Project software.
g. Procedures for processing field decisions and Change Orders.
h. Procedures for RFIs.
i. Procedures for testing and inspecting.
j. Procedures for processing Applications for Payment.
k. Distribution of the Contract Documents.
l. Submittal procedures.
m. Preparation of Record Documents.
n. Use of the premises.
o. Work restrictions.
p. Working hours.
q. Owner's occupancy requirements.
r. Responsibility for temporary facilities and controls.
s. Procedures for disruptions.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.

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y. Security.
z. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at monthly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's schedule. Determine how tasks behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Access.
5) Site use.
6) Temporary facilities and controls.
7) Progress cleaning.
8) Quality and work standards.
9) Status of correction of deficient items.
10) Field observations.
11) Status of RFIs.
12) Status of Proposal Requests.
13) Pending changes.
14) Status of Change Orders.
15) Pending claims and disputes.
16) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

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a. Schedule Updating: Revise Contractor's schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200
PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of the project during performance of the Work, including the following:
   1. Contractor's Schedule.
   2. Schedule updating reports.
   3. Daily work reports.
   4. Site condition reports.
   5. Unusual event reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the Project. Activities included in a schedule consume time and resources.

   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

   1. Working electronic copy of schedule file, where indicated.
   2. PDF file.

B. Contractor's Schedule: Initial schedule, of size required to display entire schedule for entire project period.

   1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

C. Schedule Updating Reports: Submit with Applications for Payment.

D. Site Condition Reports: Submit at time of discovery of differing conditions.

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E. Unusual Event Reports: Submit at time of unusual event.

F. Qualification Data: For scheduling consultant.

1.5 COORDINATION

A. Coordinate Contractor's Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate elements on schedule with other project activities (include minor elements involved in sequence of Work). Schedule them in proper sequence. Indicate graphically sequences necessary for completion of related portions of Work.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Bar-Chart Schedule: Prepare fully developed, horizontal bar-chart type CONTRACTOR's schedule.

1. Provide separate time bar for each significant activity. Provide continuous vertical line to identify first working day of each week. Use same breakdown of units of Work as indicated in *Schedule of Value*.

B. Time Frame: Extend schedule from date established for commencement of the Work to date of substantial completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Work Stages: Indicate important stages of Work, including testing. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Schedule with submittal schedule.
3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer’s administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Use-of-premises restrictions.
c. Seasonal variations.
d. Environmental control.

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E. Contractor's Schedule Updating: After each meeting or activity update schedule to reflect actual project progress and activities. Issue schedule concurrently with report of each meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

F. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 REPORTS

A. Daily Work Reports: Prepare a daily work report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. High and low temperatures and general weather conditions, including presence of rain or snow.
4. Testing and inspection.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events.
8. Stoppages, delays, shortages, and losses.
9. Leak Detection Survey results.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

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SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative & procedural requirements for submittals required for performance of Work.

B. Administrative Schedules: Refer to other Div. 1 Sections & other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Applications for payment
2. Insurance certificates
3. List of Subcontractors
4. Staff Names
5. Performance & Payment bonds

C. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 013200 "Progress Documentation" for submitting schedules and reports, including Contractor's schedule.
4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

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1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by project schedule. Include time required for review when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's schedule.
2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

3. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.

1.5 SUBMITTAL FORMATS

A. Labeling: Place permanent label or title block on each submittal for identification. Indicate name of entity that prepared each submittal on label or title block.

1. Provide space on label to record Contractor’s review/approval markings & action taken.

B. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name and Address of Engineer.
4. Name and address of Contractor.
5. Name and address of subcontractor.
6. Submittal purpose and description.
7. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
8. Drawing number and detail references, as appropriate.
9. Other necessary identification.
10. Remarks.
11. Signature of transmitter.

C. Options: Identify options requiring selection by Engineer.

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D. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using transmittal form. Submittals received from sources other than Contractor will be returned without action.

1. On transmittal, record relevant information & requests for data.
2. Deviations and Additional Information: On separate sheet, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Include Contractor's certification that information complies with Contract Document requirements.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package, and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.

a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

B. Coordination: Coordinate preparation and processing of submittals with performance of project activities. Transmit each submittal sufficiently in advance of performance of related project activities.

1. Coordinate each submittal with other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow sufficient time for submittal review, including time for resubmittals, so that work will not be delayed as result of time required to process submittals. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label and clearly indicate extent of revision.

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3. Resubmit submittals until they are approved by Engineer.

E. Distribution: Furnish copies of final submittals to subcontractors, suppliers, authorities having jurisdiction, and others as necessary for performance of project activities. Show distribution on transmittal forms.

F. Use for project work: Retain complete copies of submittals on Project site. Use only final action submittals that are approved by Engineer.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of project and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable. When printed Product Data includes information on several products, some of which are not required, mark copies to indicate applicable information.
3. Include the following information, as applicable:
    a. Compliance with recognized standards.
    b. Statement of compliance with specified referenced standards.
    c. Testing by recognized testing agency.
    d. Application of testing agency labels and seals.
    e. Notation of dimensions verified by field measurement.
    f. Notation of coordination requirements.

4. For equipment, include the following in addition to the above, as applicable:
    a. Printed performance curves.
    b. Operational range diagrams.

5. Do not submit Product Data until compliance with requirements of Contract Documents has been confirmed. Submit Product Data before Shop Drawings.

6. Submittals: Submit one electronic copy of each required submittal. Engineer will return marked with action taken & corrections or modifications required.

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

C. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions. Provide name and version of software, if any, used for calculations. Number each page of submittal.

D. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be

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signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

2. alf of that entity. Provide a notarized signature where indicated.
3. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

E. Test and Research Reports:
1. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
2. a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

1.8 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Contractor's Approval: Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ENGINEER'S REVIEW

A. Action Submittals: Except for submittals for record, information or similar purposes, where action & return is required or requested, Engineer will review each submittal, mark to indicate action taken & return promptly. Compliance with specified characteristics is Contractor’s responsibility.

1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.

B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

C. Action Stamp: Engineer will stamp each submittal with uniform, self-explanatory action stamp. Stamp will be appropriately marked, as follows, to indicate action taken: approved, approved as corrected, revise & resubmit, not approved.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

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E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

F. Engineer will return without review submittals received from sources other than Contractor.

G. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

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SECTION 014000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Quality control services include inspections & tests & related actions including reports, performed by independent agencies, governing authorities & CONTRACTOR. They do not include Contract enforcement activities performed by ENGINEER.

C. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Those requirements, including inspections & tests, cover production of standard products. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to

C. NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

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D. by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed work will comply with requirements.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Contractor's quality-control personnel.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

C. Reports: Independent testing agency shall submit certified written report of each inspection, test or similar service, to Engineer, in duplicate, unless Contractor is responsible for service. If Contractor is responsible for service, submit certified written report of each inspection, test or similar service through Contractor, in duplicate.

1. Submit additional copies of each written report directly to governing authority, when authority so directs.

D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection report, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Written reports of each inspection, test or similar service shall include, but not be limited to:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Designation of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.

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10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Contractor Qualifications: A firm or individual experienced in performing work similar in nature and extent to that indicated for this Project, whose work has resulted in a record of successful (accurate) performance.

C. Testing Agency Qualifications: Engage inspection & testing service agencies (including independent testing laboratories) prequalified as complying with *Recommended Requirements for Independent Laboratory Qualification* by American Council of Independent Laboratories & which specialize in types of inspections & tests to be performed.

1. Each independent inspection & testing agency engaged on Project shall be authorized by authorities having jurisdiction to operate in State in which Project is located.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. Protect construction exposed by or for quality-control service activities and protect repaired construction.

B. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200
REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the General Conditions of the Contract.

B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the General & Supplementary Conditions of the Contract. Such approval shall not release Contractor from responsibility to fulfill Contract requirements unless otherwise provided in Contract Documents.

C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed." However, no implied meaning shall be interpreted to extend Engineer’s responsibility into Contractor’s area of supervision.

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Where terms including "shown," "noted," "scheduled," and "specified" are used, it is to help locate reference; no limitation on location is intended except as specifically noted.

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

F. "Provide": Furnish and install, complete and ready for the intended use.

G. "Project Site": Space available for performing activities, either exclusively or in conjunction with others performing other activities as part of Project. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

H. Testing Laboratories: *Testing laboratory* is independent entity engaged to perform specific inspections or tests, either at Project Site or elsewhere & to report on &, if required, to interpret results of those inspections or tests.

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1.3 SPECIFICATION FORMAT & CONTENT EXPLANATION

A. Specification Content: This Specification uses certain conventions in use of language & intended meaning of certain terms, words & phrases when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language: Language used in Specifications & other Contract Documents is abbreviated. Implied words & meanings will be appropriately interpreted. Singular words will be interpreted as plural & plural words interpreted as singular where applicable & where full context of Contract Documents so indicates.
2. Imperative & streamlined language: is used generally in Specifications. Requirements expressed in imperative mood are to be performed by Contractor. At certain locations in text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by Contractor, or by others when so noted.

    a. Words shall be included by inference wherever colon (:) is used within sentence or phrase.

B. Assignment of Specialists: Specification requires that certain specific activities shall be performed by specialists who are recognized experts in operations to be performed. Specialists must be engaged for those activities & assignments are requirements over which Contractor has no choice or option. Nevertheless, ultimate responsibility for fulfilling Contract requirements remains with Contractor.

1. This requirement shall not be interpreted to conflict with enforcement of building codes & similar regulations governing Work. It is also not intended to interfere with local trade union jurisdictional settlements & similar conventions.
2. Trades: Use of titles such as *carpentry* is not intended to imply that certain activities must be performed by accredited or unionized individuals of corresponding generic name, such as *carpenter*. It also does not imply that requirements specified apply exclusively to tradespersons of corresponding generic name.

1.4 DRAWING SYMBOLS

A. Graphic symbols: If not otherwise noted, symbols are defined by Architectural Graphic Standards, pub. by John Wiley & Sons, Inc., 8th ed.

1.5 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes & standards Contractor must keep available at Project Site for reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

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1. Updated Standards: At request of Engineer, Contractor or authority having jurisdiction, submit Change Order proposal where applicable code or standard has been revised & reissued after date of Contract Documents & before performance of Work affected. Engineer will decide to issue Change Order to proceed with updated standard.

C. Conflicting Requirements: When compliance with two or more standards is specified establishing different or conflicting requirements for minimum quantities or quality levels, most stringent requirement will be enforced, unless Contract Documents indicate otherwise. Refer different, but apparently equal, requirements & uncertainties as to which quality level is more stringent to Engineer for decision before proceeding.

1. Minimum Quantity/Quality Levels: In every instance quantity/quality level shown or specified shall be minimum to be provided or performed. Actual installation may comply exactly, within specified tolerances, with minimum quantity/ quality specified, or may exceed minimum within reasonable limits. In complying with requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for context of requirements. Refer instances of uncertainty to Engineer for decision before proceeding.

D. Copies of Standards: Each entity engaged in work on Project should be familiar with industry standards applicable to its project activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

2. Although copies of standards needed for enforcement of requirements also may be included as part of required submittals, Engineer reserves right to require Contractor to submit additional copies as necessary for enforcement of requirements.

1.6 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations and General Standards: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entity applicable to context of text provision indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." (available in most libraries).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary services & facilities, including utilities construction & support facilities, security & protection, necessary for completion of work under this Contract.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

C. Temporary construction & support facilities required include, but are not limited to:
1. Temporary heat
2. Sanitary facilities, including drinking water
3. Temporary enclosures

D. Maintenance and Protection of Traffic:

1. The Contractor shall perform all work in the contract in a workmanlike manner with due regard to the safety and health of the employees and of the public. The Contractor is totally responsible for safety on the job site.
2. The Contractor shall comply with Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction (OSHA) regarding the safety and protection of persons employed in construction and demolition work.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Cost or use charges for temporary facilities are not chargeable to Owner or Engineer & will not be accepted as a basis of claims for a Change Order. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Engineer, testing agencies, and authorities having jurisdiction.

1.4 SUBMITTALS

A. Traffic: Submit plan for maintenance and protection of traffic for all areas of work.

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B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

1.5 QUALITY ASSURANCE

A. Regulations: Comply with industry standards & applicable laws & regulations of authorities having jurisdiction, including but not limited to:

1. NYSDOT requirements.
2. Building Code requirements.
3. Health & safety regulations.
4. Utility company regulations.
5. Police, Fire Department & Rescue Squad rules.
6. Environmental protection regulations.

B. Standards: Comply with NEMA, UL, NEC (NFPA 70) & NECA.

1. Comply with MUTCD and OSHA.

C. Protect roadways, walkways, adjacent property & other works to remain in accordance with all environmental guidelines set forth by NYS DEC & any local regulatory agencies.

D. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

E. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

F. Contractor's Qualifications: The contractor's vendor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past three years.

1.6 PROJECT CONDITIONS

A. Conditions of Use: Keep temporary services & facilities clean & neat in appearance. Operate in a safe & efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on site.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials; if acceptable to Engineer, undamaged previously use materials in serviceable condition may be used. Provide materials suitable for use intended.

B. Water: Provide potable water approved by local health authorities for temporary drinking facilities.

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2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. General: Provide new equipment; if acceptable to Engineer, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button & pilot light, for connection of power tools & equipment.

C. Electrical Power Cords: Provide grounded extension cords; use hard-service cords if exposed to abrasion & traffic. Provide waterproof connectors for separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.

D. Lamps & Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

E. Temporary Toilet Units: Provide self-contained single-occupant toilet units of chemical, aerated recirculation, or combustion type, properly vented & fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

F. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

G. First Aid Supplies: Comply with governing regulations.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

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3.2 INSTALLATION, GENERAL

A. Use qualified personnel to install temporary facilities.

B. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities such that they do not interfere with Owner's operations.

C. Provide each facility and item ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of service, provide remainder with matching, compatible materials & equipment; comply with company's recommendations.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of project. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to site, where Owner's easements cannot be used for that purpose.

B. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

1. Where power is accessible, provide electric water coolers or other means to maintain dispensed water temperature at 45-55 deg F (7-13 deg C).

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of contractor's personnel. Comply with regulations & health codes for type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve Project's needs.

1. Toilets: Install self-contained toilet units, Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

D. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters & main distribution switch gear.

E. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

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1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.

2. Locate field offices, storage sheds, sanitary facilities, & other temporary construction & support facilities for easy access.

    a. Maintain temporary construction & support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Maintenance and Protection of Traffic: Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators, guiding devices and other methods that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive or walk, day or night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained. All work shall conform to the requirements of the MUTCD. The basic maintenance and protection requirements shall be as follows:

1. Surface. Maintain the surface condition of the traveled way so it is consistent with the appropriate speed limit.
2. Bus Stops. Maintain existing bus stops, if any, so bus passengers are reasonably accommodated.
3. Pedestrian Traffic. Provide adequate protection for pedestrian traffic during all phases of construction.
4. Intersecting Highways. Provide ingress and egress to and from intersecting highways, homes, business and commercial establishments.
5. Flagmen. Provide the necessary traffic control equipment and flagmen for adequate traffic control on the traveled way. Sign Paddles, in lieu of flags, may be required by the Engineer.
6. Responsibility to the Public. Protect the public from damage to person and property which may result directly or indirectly from any construction operation.
7. Schedule. Schedule work to keep to a minimum, and consistent with the physical requirements of the contract, the amount of existing pavement and/or facilities that are destroyed or substantially torn up at any one time. Unless otherwise indicated on the plans or in the proposal the length of existing facility destroyed shall not exceed one mile, nor shall any part be closed to traffic during seasonal shutdown periods, unless the Contractor has submitted and the Engineer has approved a detailed schedule of operations reflecting a proposal to the contrary.
8. Delineation and Guiding Devices. Provide and maintain delineation and guiding devices which shall include delineators, plastic drums, cones, railing, temporary curb of any kind

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(except 12” x 12” or larger timber curbs) and other similar materials or methods acceptable to the Engineer.

9. Maintenance and Protection of Traffic. A maintenance and protection of traffic plan must be submitted to the Engineer for approval prior to the start of any work.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner’s existing parking areas for contractor’s personnel.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct work as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting. Paint with appropriate colors, graphics, & warning signs to inform personnel & public of hazard being protected against. Where appropriate & needed provide lighting, including flashing red or amber lights.

D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating & material drying or curing requirements to avoid dangerous conditions & effects.
2. Install tarpaulins securely, with incombustible wood framing & other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.

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3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures & similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Emergency Contact Person: The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer and all police agencies in the area. Such person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

D. Permit Requirements: It is the Contractor's responsibility to ensure that Maintenance and Protection of Traffic Requirements established in the NYSDOT, County Highway Work Permits are satisfied. All costs for this are to be included in the contract bid amount.

E. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

F. Termination and Removal: Unless Engineer requests that it be maintained longer, remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. wner reserves right to take possession of Project identification signs.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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SECTION 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Final completion procedures.
   2. Inspection procedures.
   3. Project record document submittal.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Record Document Submittals

   1. Provide Engineer with updated final leak location drawing indicating conditions after completing project scope.
   2. Provide Engineer with copy of QA/QC certification and log of results of all QA/QC activities including but not limited to contractors and subcontractors, tests, reports, and corrective measures associated with work of this contract.

1.4 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: complete the following (list exceptions in the request):

   1. Submit a final Application for Payment according to Section 012900 "Payment Procedures" with releases & supporting documentation not previously submitted & accepted.
   2. Submit updated final statement, accounting for final additional changes to Contract Sum.
   3. Submit certified copy of Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance & list has been endorsed & dated by Engineer.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will

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notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Reinspection Procedure: Engineer will reinspect Work upon receipt of notice that Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to Engineer.

    a. Upon completion of reinspection, Engineer will prepare certificate of final acceptance or advise Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
    b. If necessary, reinspection will be repeated.

PART 2 - PRODUCTS (N/A)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for project:

    a. Clean Project site, yard, and grounds, in areas disturbed by project activities, of rubbish, waste material, litter, and other foreign substances.
    b. Remove tools, equipment, machinery, and surplus material from Project site.
    c. Leave Project clean and ready for occupancy.

END OF SECTION 017700

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DIVISIONS 2 THROUGH 50 - TECHNICAL SPECIFICATIONS

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SECTION 330112.11
OPERATION AND MAINTENANCE OF WATER UTILITIES – LEAK DETECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for leak detection by acoustic listening with correlation logging.

1.3 INFORMATIONAL SUBMITTALS

A. Project plan indicating specific equipment and methods to be used, technician names and past projects performed / years of experience, proposed project schedule, and results of all equipment calibration and testing to ensure equipment is functioning prior to beginning water main leak detection.

B. Qualification Data: For firm specified in *Quality Assurance* article to demonstrate their capabilities & experience. Include list of completed projects with project name, addresses, names of Engineers & Owners & other information specified.

1.4 QUALITY ASSURANCE

A. Leak Detection Company Qualifications: Firm with five or more years of successful and documented successful experience on similar size leak detection projects using acoustic listening with correlation logging.

B. Codes & Standards:

1. AWWA M36: Water Audits and Loss Control Programs
2. AWWA M77: Condition Assessment of Water Mains

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Water Leak Detector: Shall have acoustic microphone, adjustable sound filters, and LCD display showing readings as they are recorded.

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1. Amplifier: Shall have strap(s) for wearing unit on the chest or waist so that it can be used while walking and shall also have a universal headphone jack for connectivity to all headphone devices.

B. Ground Microphone: Shall be weatherproof and isolated from external noise interference.

C. Electronic Listening Stick: Hand probe with extension rods and tripod foot.

D. All leak detection equipment shall be equal to or better than Gutermann Aquascope products.

E. Correlators: Electronic Device capable of calculating the location of a leak between two sensors.

PART 3 - EXECUTION

3.1 LEAK DETECTION

A. Acoustic listening leak detection contractor's standard process for detecting leaks using the equipment described in Part 2 of this specification. The leak detection contractor shall follow all AWWA requirements (standards listed in Part 1 of this specification).

1. The Town Water Department will assist the leak detection contractor as needed to open valve boxes or perform excavation where required for physical contact between system components and listening equipment.

B. The contractor shall use detection equipment on all hydrants, accessible line valves, and other accessible points of piping to determine the presence of leaks and then use additional points of contact as needed to verify the exact location of leaks. The maximum distance between the initial listening points is 500 feet for metallic or concrete piping and 200 feet for plastic piping unless site conditions prevent the contractor from making direct system contact within this interval at certain points within the system (for instance if no hydrants or valves are located within the interval). In these instances, the contractor shall walk above the main and listen for leaks with a ground microphone.
1. The leak detection contractor shall use two or more sensors for correlating distances to a leak after leak discovery to determine the exact location of the leak using additional hydrant, hydrant lead valve, line valve, water service, or direct main contact points as needed.
2. The contractor shall save all correlations performed and provide them to the Town at the conclusion of the project.

C. Leak Classifications:
1. Low – <5 gpm
2. Medium – 5 to 15 gpm
3. High - >15 gpm

D. The contractor shall use a ferro-magnetic valve box location to locate buried or paved-over valve boxes and service taps.

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E. The contractor shall notify the on-site engineer's representative and the Town water department when a leak location is determined so they can record it in their notes and/or GPS equipment and mark it with spray paint.

F. The leak detection contractor shall record all leak locations in their field notes along with the days worked and the water main locations surveyed on each day. These notes and a final report including a plan or sketch(es) showing the locations of the leaks (the plans or sketches should include measured distances from the leaks to landmarks such as fire hydrants, valve boxes, and road or driveway edges of pavement) and all additional required items stated in the summary of work shall be submitted to the Town and Engineer at the end of the leak detection survey project.

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EXHIBIT 1

NYS PREVAILING WAGE RATE SCHEDULE

Town of Rotterdam

Jeffrey Trzeciak
100 Great Oaks Blvd.
Suite 114
Albany NY 12203

Schedule Year	2023 through 2024
Date Requested	04/25/2024
PRC#	2024004872

Location	Various locations in WD#5
Project ID#	240610
Project Type	Leak Detection work in the Town of Rottedam Water District #5

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

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Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

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The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rotterdam

Jeffrey Trzeciak
100 Great Oaks Blvd.
Suite 114
Albany NY 12203

Schedule Year 2023 through 2024
Date Requested 04/25/2024
PRC# 2024004872

Location Various locations in WD#5
Project ID# 240610
Project Type Leak Detection work in the Town of Rottedam Water District #5

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : _____

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Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

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To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

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To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

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NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty** — First offense: Up to $2,500 per employee

  Subsequent offense(s): Up to $5,000 per employee

- **Criminal Penalty** — First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.

  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

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WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

PW 101 (08/23)

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Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

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Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

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Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

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Schenectady County General Construction

Boilermaker — 04/01/2024

JOB DESCRIPTION Boilermaker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2023	01/01/2024 Additional
Boilermaker	$ 40.09	+ $1.31*

(*) To be allocated at later date.

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$25.95
	+ 1.49**

(**) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.35	19.35	20.29	21.23	22.17	23.13	24.06	25.01
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

(**) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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Carpenter - Building — 04/01/2024

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Carpenter	$ 35.30	$ 1.25*	$ 1.25*
Floor Coverer	35.30	1.25*	1.25*
Carpet Layer	35.30	1.25*	1.25*
Dry-Wall	35.30	1.25*	1.25*
Diver-Wet Day	61.25	0.00	0.00
Diver-Dry Day	36.30	1.25*	1.25*
Diver Tender	36.30	1.25*	1.25*

*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive $0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.

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- Certified welders shall receive $1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' to 100' additional $.50 per foot
  101' to 150' additional $0.75 per foot
  151' and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 7% of base wage per hour
3rd Shift - Premium of 14% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 23.42

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
CARPENTER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 12.41	$12.41	$15.01	$15.01

PILEDRIVER/DOCK BUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%*	70%*	75%*	80%*

*Pile Driver/Dock Builder apprentices shall receive an additional $0.25 per hour worked when performing piledriving/dock building work.
Supplemental Benefits per hour:

$ 12.41	$ 12.41	$ 15.01	$ 15.01

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 12.41	$ 12.41	$ 15.01	$ 15.01

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

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- Certified welders shall receive $1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $1.50 per hour.

2-291B-Alb

Carpenter - Building / Heavy&Highway 04/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2023	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 34.48	$ 2.25*

*To be allocated at a later date
Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 26.30

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

Carpenter - Heavy&Highway 04/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2023	07/01/2024 Additional
Carpenter	$ 41.32	$ 4.00*

DRAFT

Piledriver	41.32	4.00*
Diver-Wet Day	66.32	4.00*
Diver-Dry Day	42.32	4.00*
Diver-Tender	42.32	4.00*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- When project owner mandates a single irregular work shift, the employee will receive an additional $3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman $ 23.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CAPRENTER APPRENTICES
Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

$ 18.37	$ 18.92	$ 20.97	$ 21.52	$ 22.07

PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

$ 18.37	$ 18.92	$ 21.52	$ 22.07

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- When project owner mandates a single irregular work shift, the employee will receive an additional $3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

DRAFT

- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

2-291HH-Alb

Electrician 04/01/2024

JOB DESCRIPTION Electrician **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
Otsego: Only the Towns of Decatur and Worchester

WAGES
Per hour

	07/01/2023	06/01/2024 Additional
Electrician	$ 46.50	+ $2.24*
Audio/Sound	46.50	+ $2.24*
Video	46.50	+ $2.24*
Tele-Data	46.50	+ $2.24*
Solar/ Photovoltaic	46.50	+ $2.24*

(*) To be allocated at later date.

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smokestacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.
An additional 5% above rate when Journeymen are required to work as Lead (Pb) cable splicers.
An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 29.91
	+3% of wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

For Projects Bid on or After 09/01/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

Terms at the following percentage of Journeyman's wage.

DRAFT

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Apprentices indentured on or before 12/31/2018

$29.91

Apprentices indentured on or after 01/01/2019

Supplemental Benefits per hour worked

0-12 month term	$ 15.02**
2nd year term	24.19**
3rd year term	25.33**
4th year term	26.48**
5th year term	27.62**

(**) Plus additional 3% of wage

1-236

Elevator Constructor — 04/01/2024

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES
Per hour

	07/01/2023	01/01/2024
Mechanic	$ 53.02	$ 55.32
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2023	01/01/2024
Journeyperson/Helper	$ 37.335*	$ 37.885*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:

DRAFT

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier 04/01/2024

JOB DESCRIPTION Glazier **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2023
Glazier Base Wage	$ 32.16
Plus additional $4.10 per hour for all hours worked, not subject to overtime/premium	
High Work Base Wage***	$ 34.31
Plus additional $4.10 per hour for all hours worked, not subject to overtime/premium	

(***)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 22.65
Journeyman High Work	$ 28.30

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:	ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES
Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional $4.10 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th

DRAFT

50% 65% 75% 90%
+ additional $4.10 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	$ 18.98
2nd-4th term	22.65
Apprentice High Work	
1st term	22.45
2nd-4th term	28.30

1-201

Insulator - Heat & Frost — 04/01/2024

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2023	05/01/2024 Additional
Asbestos Worker*	$ 39.68	+ $2.00**
Insulator*	39.68	
Firestopping Worker*	33.73	

(*) On Mechanical Systems only.
(**) To be allocated at later date.
On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$ 25.64

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

one year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	$ 25.64

1-40

Ironworker — 04/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

DRAFT

Wages Per hour	07/01/2023
Ornamental	$ 34.50
Reinforcing	34.50
Rodman	34.50
Structural & Precast	34.50
Mover/Rigger	34.50
Fence Erector	34.50
Stone Derrickman	34.50
Sheeter	34.75
Curtain Wall Installer	34.50
Metal Window Installer	34.50

SUPPLEMENTAL BENEFITS
Per hour

JOURNEYPERSON	$ 31.64

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting	4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour
ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2023
1st year	$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50

Supplemental Benefits per hour worked	
1st year	$ 12.28
2nd year	24.30
3rd year	26.00
4th year	27.72

1-12

Laborer - Building — 04/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES
Per hour

	07/01/2023	07/01/2024 Additional
Group #1:		
All Classifications	$ 36.54	+ $2.50*

DRAFT

except as noted in
Groups 2 & 3

Group #2:
Blaster, Drilling equipment
only where a separate air
compressor unit supplies power,
Metal formsetter (sidewalk),
Well pointing & Laser
operator $ 37.04 + $2.50*

Group #3:
Handling of Asbestos
or Toxic Materials $ 37.89 + $2.50*

(*) To be allocated at later date.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman $ 23.46

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2023
Apprentices	$ 23.46

1-157

Laborer - Heavy&Highway **04/01/2024**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

WAGES
GROUP # A:
Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:
Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:
Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

DRAFT

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2023	07/01/2024 Additional
Group # A	$ 39.19	+ $3.25*
Group # B	39.39	+ $3.25*
Group # C	39.59	+ $3.25*
Group # D	39.79	+ $3.25*
Group # E	41.69	+ $3.25*

(*) To be allocated at later date.

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional $5.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman $ 26.90

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

REGISTERED APPRENTICES
Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2023
Apprentices	$ 26.90

1-157h/h

Laborer - Tunnel — 04/01/2024

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

	07/01/2023

DRAFT

Class 1	$ 45.65
Class 2	47.65
Class 4	49.90
Class 5	41.15

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

All Government mandated irregular shift work Monday through Saturday is subject to Premium rate. All Government mandated irregular shift work that falls on Sunday is subject to double Premium rate.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 26.91
	+1.59*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

OVERTIME PAY
See (B, E, Q, V, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician — 04/01/2024

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Group A:		
Lineman, Technician	$ 57.40	$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Group B:		
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07

Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Group A:		
Lineman, Technician	$ 57.40	$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder, Pipe Type Cable	60.27	61.85
Group B:		
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Group A:		
Lineman, Tech, Welder	$ 58.72	$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Group B:		
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Group A:		
Lineman, Tech, Welder	$ 59.91	$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Group B:		
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

Additional $1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

DRAFT

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2023	05/06/2024
Group A	$ 29.40 *plus 7% of the hourly wage paid	$ 30.90 *plus 7% of the hourly wage paid
Group B	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata — 04/01/2024

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	$ 37.73	$ 39.24	$ 40.81

DRAFT

Installer, Repairman	$ 35.81	$ 37.24	$ 38.73
Teledata Lineman	$ 35.81	$ 37.24	$ 38.73
Tech., Equip. Operator	$ 35.81	$ 37.24	$ 38.73
Groundman	$ 18.98	$ 19.74	$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	$ 5.70 *plus 3% of the hourly wage paid	$ 5.70 *plus 3% of the hourly wage paid	$ 5.70 *plus 3% of the hourly wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 04/01/2024

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Group A:		
Lineman, Technician	$ 49.32	$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Group B:		
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96

DRAFT

Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2023	05/06/2024
Group A	$ 29.40 *plus 7% of the hourly wage paid	$ 30.90 *plus 7% of the hourly wage paid
Group B	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

DRAFT

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	$ 29.80	$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

*NOTE- Rate effective on 01/01/2024 - $15.00 due to minimum wage increase

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2023	12/31/2023
Journeyman	$ 10.48 *plus 4.5% of the hourly wage paid	$ 10.48 *plus 4.5% of the hourly wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building 04/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2023
Tile/Marble/Terrazzo	
Setter	$ 37.41
Finisher	29.14

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour worked

DRAFT

Journeyman Setter	$ 21.83
Journeyman Finisher	18.87

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

	07/01/2023
Setter:	
1st term 0-500 hrs	$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83
Finisher:	
1st term 0-500 hrs	$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

Mason - Building — 04/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES
Per hour 07/01/2023

Bricklayer	$ 40.24
Cement Mason(Bldg)	40.24
Plasterer/Fireproofing*	40.24
Pointer/Caulker/Cleaner	40.24
Stone Mason	40.24
Acid Brick	40.74

(*)Fireproofing of Structural only.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

DRAFT

For Pre-Registered Projects Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.13

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms	$ 23.13

12-2b.1

Mason - Heavy&Highway **04/01/2024**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

	07/01/2023
Mason & Bricklayer	$ 41.46

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 21.98

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	$ 13.38
All Other	21.98

DRAFT

Millwright **04/01/2024**

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Millwright - Power Generation	$ 43.05	$ 2.50	$2.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 27.40*

*NOTE: Subject to OT premium

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

Millwright **04/01/2024**

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES

DRAFT

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Building	$ 37.43	$ 2.50*	$ 2.50*
Heavy & Highway	40.43	3.00*	2.50*

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	$ 26.32

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	$ 12.04
2nd term	22.04
3rd term	23.47
4th term	24.89

2-1163.1

Operating Engineer - Building — 04/01/2024

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

CLASS A:

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Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:
Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

CLASS C:
Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

*** In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2023	07/01/2024
Class A1*	$ 50.93	$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

(*) TONNAGE RATING PREMIUMS:
Note: Additional value subject to same premiums as shown for OT
All cranes 1000 tons and over, A1 rate plus $7.00
All cranes 800-999 tons, A1 rate plus $6.00
All cranes 600-799 tons, A1 rate plus $5.00
All cranes 400-599 tons, A1 rate plus $4.00
All cranes 200-399 tons, A1 rate plus $3.00
All cranes 111-199 tons, A1 rate plus $2.25
All cranes 110 tons and under, A1 rate only

Additional $0.50 per hr on A1 rate for Tower Cranes.
Additional $2.50 per hr over B rate for Nuclear Leader work.
Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2023	07/01/2024
Journeyman	$ 31.30	$32.40

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES
Wages per hour

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1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	$ 26.60	$27.70

1-158 Alb

Operating Engineer - Heavy&Highway 04/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASSIFICATION A1*: All Cranes

CLASSIFICATION A:
Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:
Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:
A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

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WAGES per hour

	07/01/2023	07/01/2024
Class A1*	$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

(*) TONNAGE RATING PREMIUMS:
Cranes over 1000 tons, A1 rate plus $7.00
Cranes from 800-999 tons, A1 rate plus $6.00
Cranes from 600-799 tons, A1 rate plus $5.00
Cranes from 400-599 tons, A1 rate plus $4.00
Cranes from 200-399 tons, A1 rate plus $3.00
Cranes from 111-199 tons, A1 rate plus $2.00
Cranes from 65-110 tons, A1 rate plus $1.50
Cranes from 0-64 Tons, A1 rate only
NOTE: Additional value subject to same premiums as shown for OT

-- Tower Cranes, A1 rate plus $3.00
-- Cranes in Luffer Configuration, A1 rate plus $5.00
-- Cranes with external ballast (tray or wagon), A1 rate plus $5.00
NOTE: Additional value subject to same premiums as shown for OT

Additional $2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2023	07/01/2024
Journeyperson	$ 31.50	$ 32.60

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All Terms	$ 26.25	$27.10

1-158H/H Alb

Operating Engineer - Survey Crew **04/01/2024**

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JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building, Tunnel and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2023
Party Chief	$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional $3.00/hr. for Tunnel Work
Additional $2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 28.90

OVERTIME PAY
See (B, E, P, *X) on OVERTIME PAGE
*Note: $24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2023
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 20.68 / PHP $17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 04/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

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These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2023
Party Chief	$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 28.90

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Note: $24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

	07/01/2023
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 20.68 / PHP $17.53
1001-2000	$ 23.70 / " 19.95
2001-3000	$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel — 04/01/2024

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

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CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	$ 53.52	$ 55.91	$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:
Crane 1: All cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	$ 57.52	$ 59.91	$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:			
	$ 24.20	$ 25.05	$ 25.90
	+ 9.60*	+ 9.85*	+ 10.10*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

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SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter 04/01/2024

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2023	05/01/2024 Additional
Painter\Wallcovers	$ 31.19**	$ 1.50***
Drywall Finishers	31.19**	$ 1.50***
Spray Rate	31.19**	$ 1.50***
Structural Steel*	32.19**	$ 1.50***
Lead Abatement	32.19**	$ 1.50***
Lead Abatement on Structural Steel	33.19**	$ 1.50***

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
(**) Plus Additional $1.25 per hour not subject to Overtime/Premiums
(***) To be allocated at later date.

Bridge Painter
See Bridge Painter rates for the following work:
All Bridges and Tanks

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson $ 19.85

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE
THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS $1.00 to the applicable rate, and this is not subject to overtime

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour terms at the following percentage of Journeyperson's base wage

1st*	1st**	2nd	3rd	4th	5th	6th
45%	$15	50%	60%	70%	80%	90%

* - applicable 07/01/2023-12/31/2023
** - applicable 01/01/2024-06/30/2024

Supplemental Benefits per hour

All Terms $ 19.85

1-201-P

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Painter - Bridge & Structural Steel **04/01/2024**

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	$ 54.50	$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL $6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

	$ 11.78	$ 12.43
	+ 30.85*	+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

1st year	$ 21.80	$ 22.40
	+ 4.04	+ 4.14
2nd year	$ 32.70	$ 33.60
	+ 6.06	+ 6.21
3rd year	$ 43.60	$ 44.80
	+ 8.08	+ 8.28

Supplemental Benefits - Per hour:

1st year	$ .90	$ 1.16
	+ 12.34	+ 12.62
2nd year	$ 7.07	$ 7.46
	+ 18.51	+ 18.93

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3rd year	$ 9.42	$ 9.94
	+ 24.68	+ 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping — 04/01/2024

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	$ 31.53	$ 31.53	$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$ 10.03	$ 22.24	$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

1st Term:	$ 15.00	$ 15.00	$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	$ 9.16	$ 22.24	$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher — 04/01/2024

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

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	07/01/2023
Metal Polisher	$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2023

Journeyworker:
All classification $ 12.34

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2023
1st year	$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber — 04/01/2024

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES
Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES
Per hour:

	07/01/2023	05/01/2024 Additional
Plumber:		
Pipefitter, Steamfitter	$ 50.68	+ $2.90*

(*) To be allocated at later date.

SUPPLEMENTAL BENEFITS
Per hour

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Journeyman $ 28.16

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES
Wages per hour
One year terms at the following wage rate.

1st	2nd	3rd	4th	5th
$ 23.22	$ 28.21	$ 33.20	$ 38.20	$ 45.69

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms $ 28.16

Apprentices Indentured on or after May 1st, 2019
Terms 1-4 22.90
Terms 5 28.16

1-7-SF

Roofer 04/01/2024

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour

	07/01/2023
Roofer/Waterproofer	$ 35.05
Asphalt Cold Process	35.55
Fluid Applied Roof	35.55
Pitch & Asbestos	37.05

Shift Work:
On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid $4.00 additional per hour

SUPPLEMENTAL BENEFITS
Per hour

Journeyman $ 23.02

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional $2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional $0.50 must be paid in the wages.

1st Term 58% + $3.00
1500 hrs.

2nd Term 74% + $3.00
1 yr. and 1500 hrs. as 1st term.

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3rd Term	90%

1 yr. and 1500 hrs. as 2nd term.

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term	$ 18.44
2nd Term	18.87
3rd Term	22.35

1-241

Sheetmetal Worker — 04/01/2024

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2023	06/01/2024 Additional
Sheetmetal Worker	$ 37.73	+ $2.50*

(*) To be allocated at later date.

All work requiring HAZWOPER Training additional $1.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 36.64

OVERTIME PAY
See (B,E,E5,Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
Wages per hour

6 Month Terms at the following rate:

1st term	$ 20.84
2nd term	22.61
3rd term	23.50
4th term	24.39
5th term	23.04
6th term	24.20
7th term	26.14
8th term	28.07
9th term	30.00
10th term	31.93

Supplemental Benefits per hour

1st term	$ 22.65
2nd term	23.26
3rd term	23.57

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4th term	24.02
5th term	30.91
6th term	31.37
7th term	32.11
8th term	32.87
9th term	33.63
10th term	34.38

1-83

Sprinkler Fitter — 04/01/2024

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES

Per hour	07/01/2023
Sprinkler Fitter	$ 42.73

SUPPLEMENTAL BENEFITS

Per hour	
Journeyperson	$ 26.47

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 19.57	$ 21.74	$ 23.66	$ 25.84	$ 28.01	$ 30.19	$ 32.36	$ 34.53	$ 36.71	$ 38.88

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.74	$ 8.74	$ 20.32	$ 20.32	$ 20.57	$ 20.57	$ 20.57	$ 20.57	$ 20.57	$ 20.57

1-669-3

Teamster - Building — 04/01/2024

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman,Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2023	07/01/2024
Group A	$ 30.62	$ 32.13

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Group B	30.92	32.43

SUPPLEMENTAL BENEFITS

Per hour	07/01/2023	07/01/2024
Journeyperson	$ 28.74	$ 29.58

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway 04/01/2024

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2023	07/01/2024
Group #1	$ 37.59	$ 39.75
Group #2	37.65	39.81
Group #3	37.74	39.90
Group #4	37.87	40.03
Group #5	38.03	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.
**Note-For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

** Will be removed on 07/01/2024

SUPPLEMENTAL BENEFITS

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Per hour:

$ 28.13	$28.97
+$1.00 per*	+$1.00 per*
hour worked	hour worked

(*) not applicable to paid holidays

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder 04/01/2024

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

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Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

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(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays

(U) Four times the hourly rate for Holidays

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

(X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

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Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

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(29) Juneteenth

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New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT
☐ 02 OGS
☐ 03 Dormitory Authority
☐ 04 State University Construction Fund
☐ 05 Mental Hygiene Facilities Corp.
☐ 06 OTHER N.Y. STATE UNIT
☐ 07 City
☐ 08 Local School District
☐ 09 Special Local District, i.e., Fire, Sewer, Water District
☐ 1O Village
☐ 11 Town
☐ 12 County
☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.
APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only
☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners, Elevator Operators
☐ Moving furniture and equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

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NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

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Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

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NYSDOL Bureau of Public Work Debarment List 04/23/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028

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DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025

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DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024

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DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028

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DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

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TOWN OF ROTTERDAM
WATER DISTRICT #5 LEAK DETECTION SURVEY
PHASE 2
CONTRACT NO. 1 - LEAK DETECTION

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TOWN BOARD

Mollie Collins, Supervisor

Charles Jack Dodson	Deputy Supervisor
Teri Gallucci	Council Member
Ron Schlag	Council Member
Joseph C. Mastroianni	Council Member
Diane M. Marco	Clerk

KB Engineering & Architecture, P.C.

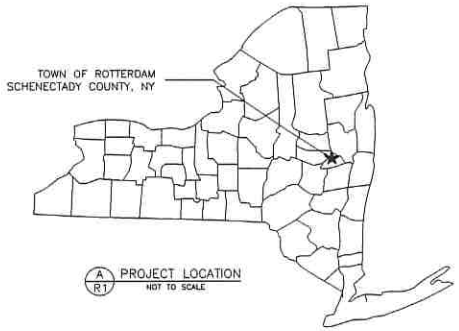
100 Great Oaks Blvd | Suite 114
Albany, New York 12203
Ph: 1-833-723-4768
www.primeeng.com

LICENSED PROFESSIONAL ENGINEER
JEFFREY D. TRZECIAK
No. 080627
STATE OF NEW YORK

BID ISSUE: JUNE 2024

REF. NO. 240610-000

PROJECT NO. 240610



GENERAL CONTRACT DRAWING NOTES:

1. PROJECT SITE PLANS ARE BASED ON GIS SHAPE FILES FOR THE WATER MAINS AND GPS LOCATION OF VALVES AND HYDRANTS. WATER MAINS ARE SHOWN AS APPROXIMATE ONLY.

2. LEAK DETECTION CONSULTANT MUST COORDINATE WORK WITH TOWN WATER DEPARTMENT AND MINIMIZE INCONVENIENCES. CONTRACTOR IS TO TAKE MEASURES TO PROTECT SYSTEMS FROM DAMAGE DUE TO WORK OF THIS PROJECT.

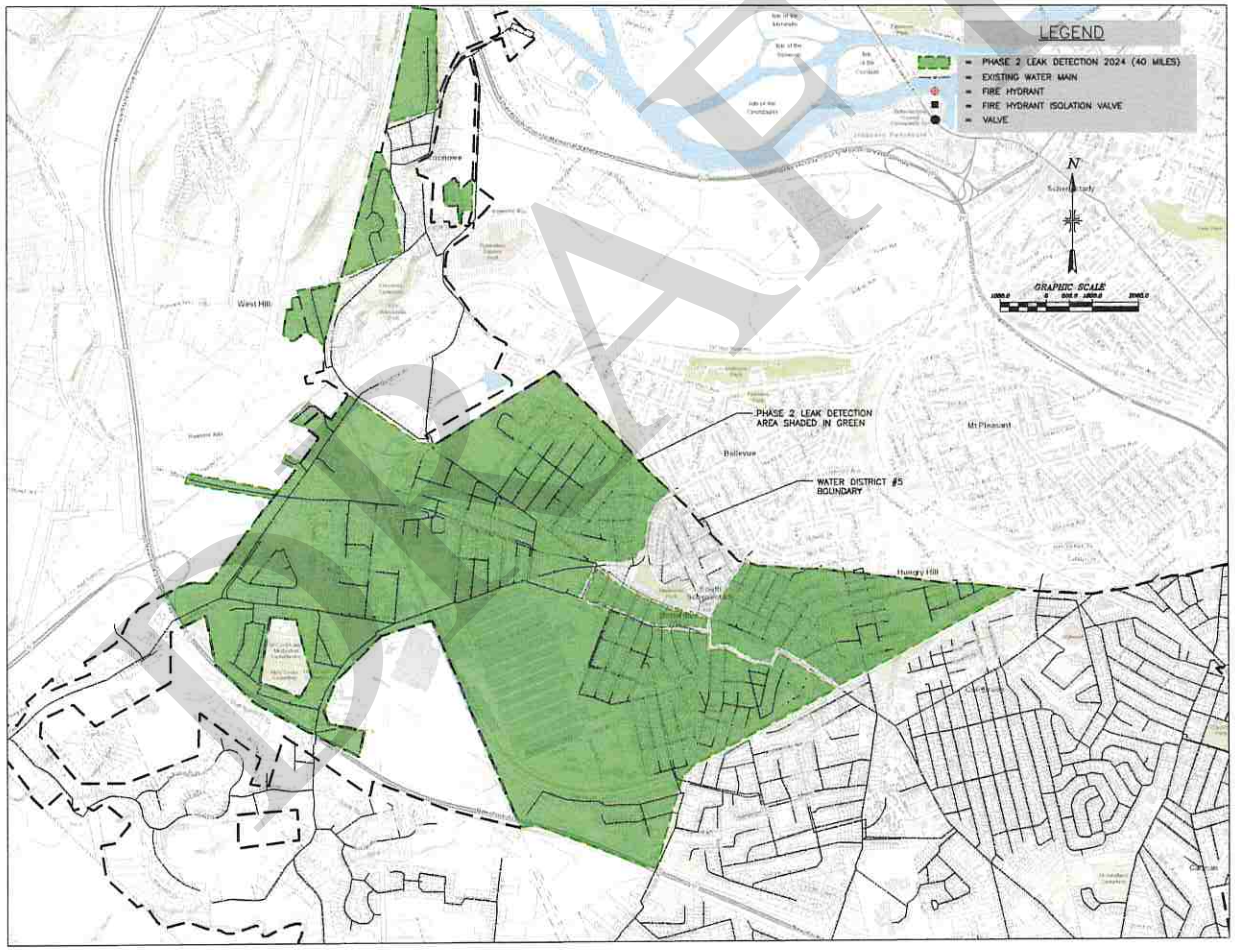
3. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF OWNER'S EASEMENTS OR PROPERTY.

4. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL, DUST CONTROL, AND PROTECTION OF PUBLIC FROM HAZARDS ASSOCIATED WITH THIS WORK DURING WORKING AND NON-WORKING HOURS.

5. EXTENT OF WORK IS INDICATED ON CONTRACT DRAWINGS & SPECIFICATIONS.

DRAWING INDEX

SHEET NO.	TITLE	REF. NUMBER
–	COVER SHEET	240610-000
REFERENCE		
R1	INDEX & PROJECT LOCATION	240610-001
SECTION 1 – PLANS		
1	WATER SYSTEM MAP – SECTION 1	240610-100
2	WATER SYSTEM MAP – SECTION 2	240610-110
3	WATER SYSTEM MAP – SECTION 3	240610-120



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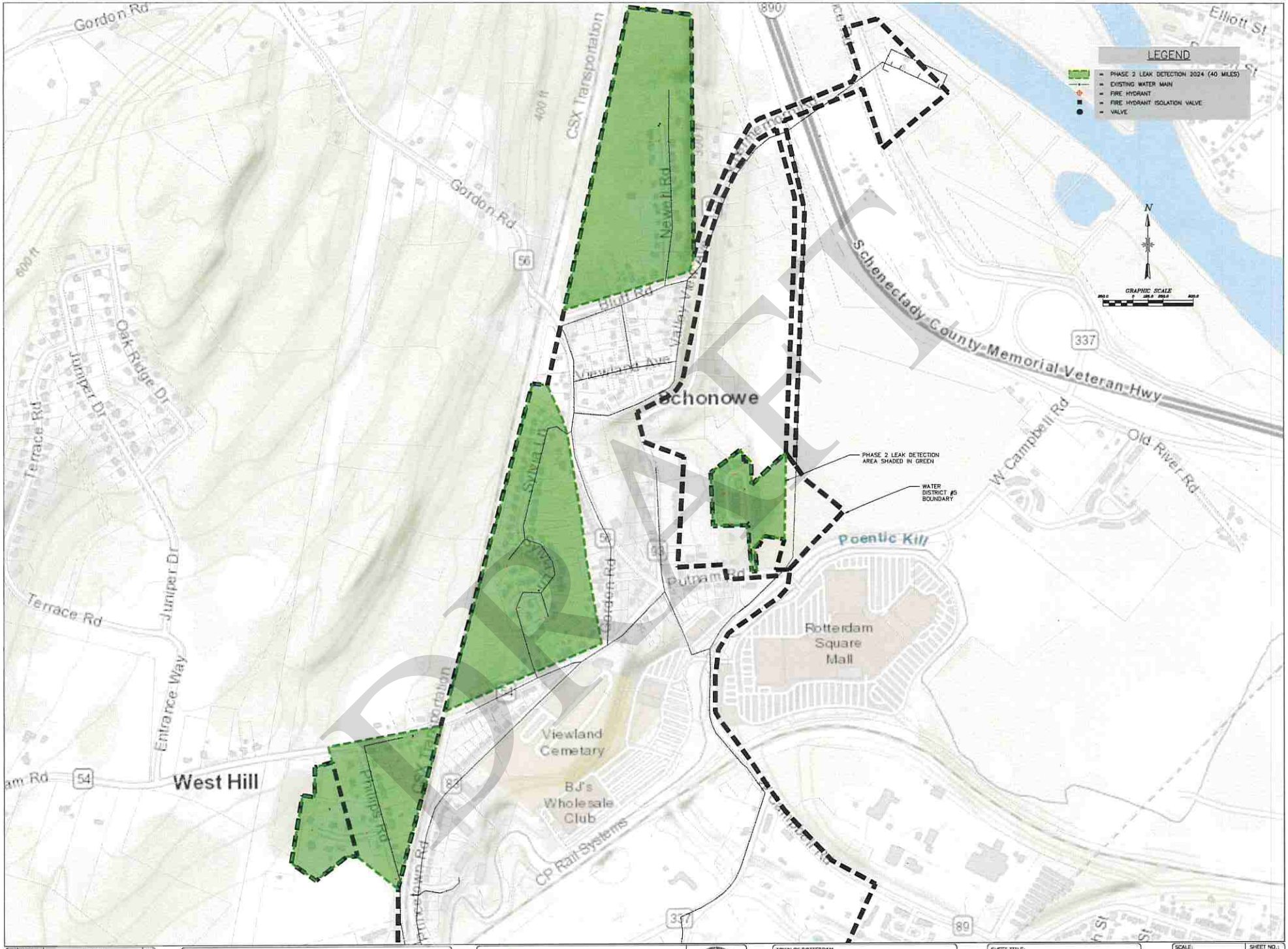
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TOWN OF ROTTERDAM
SCHENECTADY COUNTY

WATER DISTRICT #5
WATER SYSTEM LEAK DETECTION
PHASE 2

SHEET TITLE:
INDEX & PROJECT LOCATION

SCALE: AS SHOWN
SHEET NO.: R1
FILE NO.: 240610-100
DATE: JUNE 2024



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TOWN OF ROTTERDAM
SCHENECTADY COUNTY

WATER DISTRICT #5
WATER SYSTEM LEAK DETECTION
PHASE 2

SHEET TITLE:
WATER SYSTEM MAP
SECTION 1

SCALE: AS SHOWN
FILE NO.: 240610-100
DATE: JUNE 2024
SHEET NO.: 1



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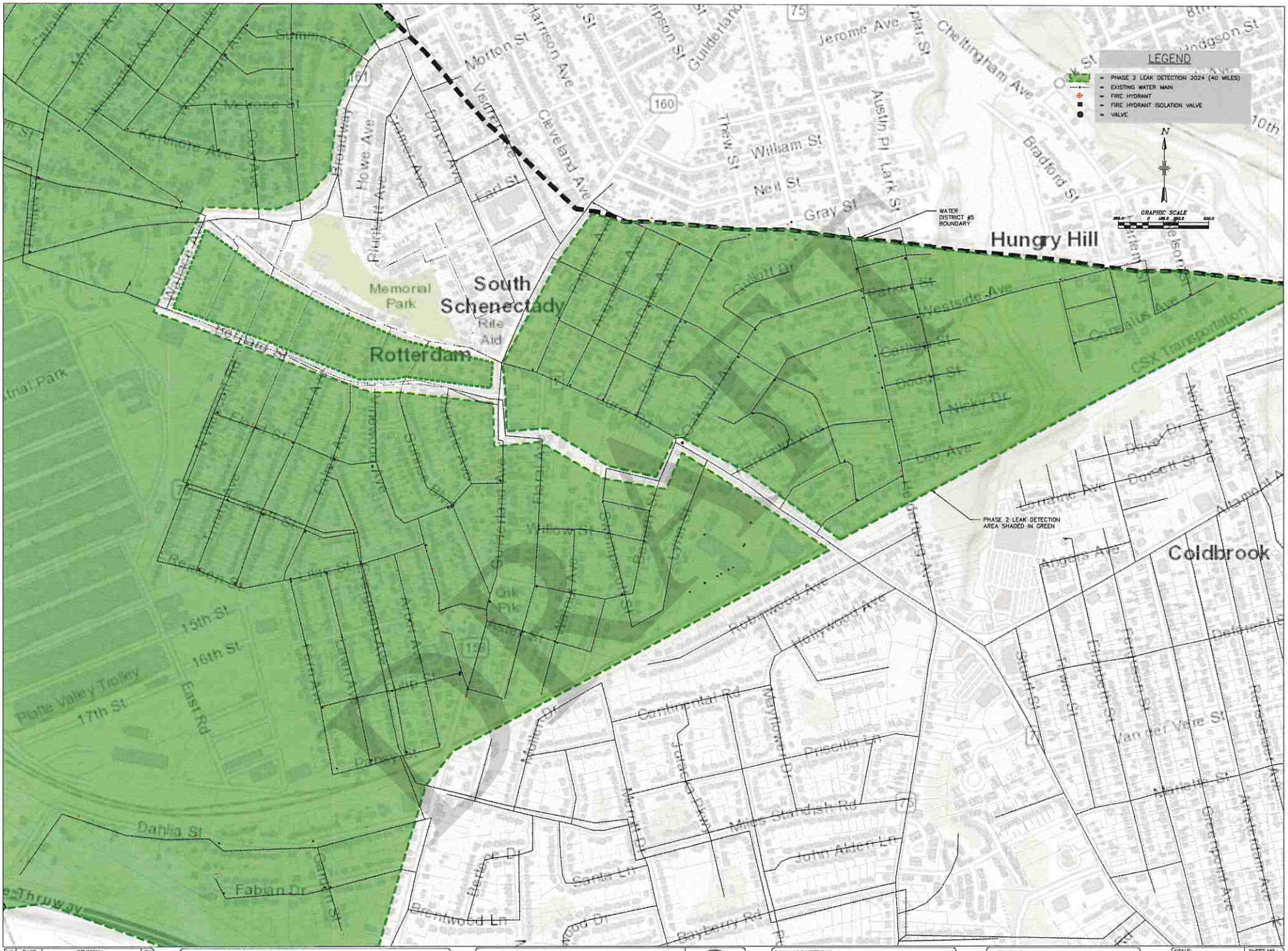
PROJ. ENGR.: JDT | DRAWN BY: MAL | CHECKED BY: JDT

TOWN OF ROTTERDAM
SCHENECTADY COUNTY

WATER DISTRICT #5
WATER SYSTEM LEAK DETECTION
PHASE 2

SHEET TITLE:
WATER SYSTEM MAP
SECTION 2

SCALE: AS SHOWN
FILE NO.: 240610-110
DATE: JUNE 2024
SHEET NO.: 2



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00	05/03/24	ORIGINAL ISSUE	JDT

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TOWN OF ROTTERDAM
SCHENECTADY COUNTY

WATER DISTRICT #5
WATER SYSTEM LEAK DETECTION
PHASE 2

SHEET TITLE:
WATER SYSTEM MAP
SECTION 3

SCALE: AS SHOWN
FILE NO.: 240618-120
DATE: JUNE 2024
SHEET NO.: 3

RESOLUTION NO. 258.24

TO APPOINT A POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Keith W. Lewick is hereby appointed to the position of Patrolman 6th, full time, probationary, with full time employee benefits, and subject to pre-employment background checks, at an annual salary of forty-seven thousand one hundred five and 34/100 ($47,105.34) dollars, commencing June 21, 2024.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 6, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Keith W. Lewick to the position of Police Officer.

TOWN BOARD MEETING: June 12, 2024

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

Evaluation/Analysis: Lewick was chosen from a Civil Service list of several candidates who were interviewed by a panel of Police Department Command Staff. He subsequently passed a background investigation which included a psychological evaluation.

Recommendation(s): Appoint Keith W. Lewick to the position of Patrolman 6th, full time, probationary with full employee benefits, at an annual salary of $47,105.34 effective June 21, 2024.

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

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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

Last Name	First Name	Middle Initial
Lewick.	Keith.	W

[redacted]

Street Address or Road — R.D. # or P.O. Box #

County	City, Town, Village	State	Zip
Schenectady	Rotterdam	NY.	12303

Home Phone Numbe [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 [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:	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:	None
Class of License:	D
Is this License Currently Valid	**YES** ■ **NO** ☐

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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	
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?		X
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		X
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?		X
Are you currently a resident of New York State?	X	

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:	

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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:	New Lebanon Jr/Sr Highschool	
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
Hudson Valley Community College	6	N/A	Criminal Justice		X	
Columbia Greene community college	3	N/A	Criminal Justice		X	

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

Length of Employment	Firm Name:	United States Air Force / 109th AW 109th security forces
From: [redacted] / Month/Year (mm/yyyy)	Firm Address:	1 Air National Guard Schenectady NY 12302
To: / Month/Year (mm/yyyy)	**Description of Duties:**	Flight Chief, BDOC, active shooter instructor, Domops instructor
Employment Details		
Your Exact Title: Mids assistant flight chief		
Name of Your Supervisor: Trevor Rivenburgh		
Supervisor's Title: Mids Flight Chief		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: N/A		

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

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ALL STATEMENTS ARE SUBJECT TO VERIFICATION

683 June 12, 2024

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.

Signature of Applicant

Keith Lewick
Print Name

06/06/2024
Date

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

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