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

MEETING OF THE
ROTTERDAM TOWN BOARD
March 8, 2023
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- For the enactment of an Introductory Local Law of 2023, relating to the amendment of Chapter 225, Taxation, of the Town Code of the Town of Rotterdam.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

112.23 To appoint Maria Dimeo-Ascolese to the position of Court Clerk 1.

113.23 To appoint Megan Neuhaus to the position of Court Clerk 1.

114.23 Authorize the Supervisor to negotiate and execute a Memorandum of Understanding (MOU) with the County of Schenectady.

115.23 To enact Introductory Local Law No. 4 of 2023; To amend chapter 225 entitled Taxation.

116.23 Authorize the Supervisor to forward a commitment letter to National Grid to convert streetlights to LED.

117.23 Authorize the Supervisor to forward two easement offer letters for the implementation of the Lock Street Stormwater Improvement Project.

118.23 To accept revenue for Town Clerk's office for February 2023.

119.23 To amend Resolution 296.21 relating to the use of ARPA funds.

120.23 A second supplemental bond resolution for the Sewer District No. 7 Extension No. 2 project.

121.23 Authorize the Supervisor to negotiate and execute an amendment to an engineering consultant agreement with Labella.

122.23 Authorize Change Order No. 2 with WM. J. Keller & Sons for dewatering of the Sewer District No. 7 Extension No. 2 project.

123.23 Authorize an agreement with Prime AE for professional engineering services related to a leak detection survey for the Rotterdam Junction Water Districts No. 3 & 4.

124.23 Authorize an agreement with Prime AE for professional engineering services related to a water system evaluation for the Rotterdam Junction Water Districts No. 3 & 4.

125.23 To establish and appoint various members to the Town of Rotterdam Energy Advisory Committee.

126.23 To accept Town Board meeting minutes of February 22, 2023.

127.23 To approve the Hardship Application of Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School (Hereinafter "the Organizations") sufficient to warrant the conducting of Bingo and/or Games of Chance within the Town of Rotterdam.

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

03/08/2023

PUBLIC HEARING

Introductory Local Law No. 4 of 2023: For the enactment of an Introductory Local Law of 2023, relating to the amendment of Chapter 225, Taxation, of the Town Code of the Town of Rotterdam.

ARTICLE V

Volunteer Fire Fighter and Volunteer Ambulance Worker Exemption

[Adopted 1-26-2005 by L.L. No. 2-2005]

§ 255-9. Exemption granted.

Pursuant to authority conferred by NYS Real Property Tax Law § 466-e, real property owned by an enrolled member of an incorporated fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing within the Town of Rotterdam shall be exempt from taxation to the extent of 10% of the assessed value of such property for Town, part-Town or special district purposes, exclusive of special assessments~~; provided, however, that such exemption shall in no event exceed $3,000 multiplied by the latest state equalization for the assessing unit in which such real property is located~~.

§ 255-10. Eligibility.

Property tax exemptions pursuant to this article shall not be granted unless an enrolled member of a volunteer fire company, fire department or voluntary ambulance service has achieved the minimum two (2) years of service and meets the criteria set forth in NYS Real Property Tax Law § 466-e(2) or NYS Real Property Tax Law § 466-e(3). An enrolled member of an incorporated fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing within the Town of Rotterdam who has 20 years or more of service shall be entitled to a lifetime exemption pursuant to RPTL 466-a.

§ 255-11. Applications.

Applications for exemptions pursuant to this article shall be filed with the Town of Rotterdam Assessor on or before the taxable status date on a form prescribed by New York State.

ARTICLE V

Volunteer Fire Fighter and Volunteer Ambulance Worker Exemption [Adopted 1-26-2005 by L.L. No. 2-2005]

§ 255-9. Exemption granted.

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§ 255-10. Eligibility.

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§ 255-11. Applications.

Applications for exemptions pursuant to this article shall be filed with the Town of Rotterdam Assessor on or before the taxable status date on a form prescribed by New York State.

Local Law Filing
Instructions

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

PLEASE OBSERVE THESE INSTRUCTIONS
FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.

2. Each local law to be filed with the Secretary of State shall be an original certified copy.

3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.

4. File only the number, title and text of the local law.

5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.

6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.

7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.

8. A copy of each local law may be mailed or delivered to:
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

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

Local Law Filing

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

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

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 4 **of the year 20**23

A local law A LOCAL LAW TO AMEND CHAPTER 225 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM
(Insert Title)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 4 of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on March 8 2023, in accordance with the applicable provisions of law.

(Name of Legislative Body)

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

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

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20[2][3], in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

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

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20_____.

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.

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

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

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

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

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

LAWS OF NEW YORK, 2022

CHAPTER 670

AN ACT to amend the real property tax law, in relation to providing all local governments with the option to provide a property tax exemption to volunteer firefighters and volunteer ambulance workers; and to repeal various provisions of the real property tax law relating thereto

Became a law December 9, 2022, with the approval of the Governor. Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 466-a to read as follows:

§ 466-a. Volunteer firefighters and volunteer ambulance workers. 1. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in any county shall be exempt from taxation to the extent of up to ten percent of the assessed value of such property for city, village, town, part town, special district, school district, fire district or county purposes, exclusive of special assessments, provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

2. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:

(a) the applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;

(b) the property is the primary residence of the applicant;

(c) the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and

(d) the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service, as determined by the governing body of a city, village, town, school district, fire district or county; provided, however, that such governing body shall establish a minimum service requirement for each applicant between two years of service and five years of service. It shall be the duty and responsibility of the governing body of each municipality, school district and/or fire district which adopts a local law, ordinance

EXPLANATION--Matter in *italics* is new; matter in brackets [-] is old law to be omitted.

or resolution pursuant to this section to determine the procedure for certification.

3. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within such county provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

4. Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption claimed under such statutes by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and

(b) such deceased volunteer had been an enrolled member for at least five years; and

(c) such deceased volunteer had been receiving the exemption prior to his or her death.

5. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption to an un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and

(b) such deceased volunteer had been an enrolled member for at least twenty years; and

(c) such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

6. Application for such exemption shall be filed with the assessor or other agency, department or office designated by the municipality, school district and/or fire district offering such exemption on or before the taxable status date on a form as prescribed by the commissioner.

7. No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the

provisions of this article on the effective date of this section shall suffer any diminution of such benefit because of the provisions of this section.

8. Any city, village, town, school district, fire district or county that currently, through local law, ordinance or resolution, provides an exemption from taxation for an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, such enrolled member and spouse, or an un-remarried spouse shall be authorized to continue to provide such exemption, provided however, such city, village, town, school district, fire district or county shall adopt a local law, ordinance or resolution to conform to the provisions of this section no later than three years after the effective date of this section.

9. Notice to affected municipalities. On or before December thirty-first, two thousand twenty-two, it shall be the duty of the commissioner or her or his designees to notify or cause to be notified, in a manner prescribed by the commissioner, the chief executive officer of each and any municipality in which former sections four hundred sixty-six-a, four hundred sixty-six-b, four hundred sixty-six-c, four hundred sixty-six-d, four hundred sixty-six-f, four hundred sixty-six-g, four hundred sixty-six-h, four hundred sixty-six-i, four hundred sixty-six-j, and four hundred sixty-six-k of the real property tax law apply, of the provisions of the chapter of the laws of two thousand twenty-two that added this section.

§ 2. Sections 466-a as added by chapter 617 of the laws of 1999, 466-b, 466-c, 466-d, 466-e, 466-f, 466-g, 466-h, 466-i, 466-j and 466-k of the real property tax law are REPEALED.

§ 3. This act shall take effect immediately; provided, however, that section two of this act shall take effect three years after the effective date of this act.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS
Temporary President of the Senate

CARL E. HEASTIE
Speaker of the Assembly

RESOLUTION NO. 96.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THE INTRODUCTION OF AN INTRODUCTORY LOCAL LAW OF 2023; TO AMEND CHAPTER 225 ENTITLED "TAXATION", AND SCHEDULE A PUBLIC HEARING THEREON

WHEREAS, through resolution No. 69.05 the Town of Rotterdam has offered the RPTL 466-e, Volunteer Firefighters/Ambulance workers exemption, which allows eligible applicants to receive a 10% reduction of assessment, capped at $3,000.00; and

WHEREAS, recently passed legislation by the New York State Legislature removes the $3,000.00 cap and allows for all taxing jurisdictions to adopt by resolution a local option of this law; and

WHEREAS, taxing jurisdictions that offer the similar exemption must adopt or amend a local law, ordinance, or resolution no later than December 9, 2025; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, hereby recognizes the introduction of an Introductory Local Law of 2023: To amend Chapter 225 entitled "Taxation", of the Town Code of the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

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

> For the enactment of an Introductory Local Law of 2023, relating to the amendment of Chapter 225, Taxation, of the Town Code of the Town of Rotterdam.

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

DATED: February 22, 2023
Daily Gazette: Please publish once on February 25, 2023
Town Clerk
Post

SECTION 3. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 112.23

TO APPOINT MARIA DIMEO-ASCOLESE TO THE POSITION OF COURT CLERK 1

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Maria Dimeo-Ascolese of Rotterdam, New York 12303, is hereby appointed and promoted to the position of Court Clerk 1, full time, with full employee benefits, at an annual salary of forty-eight thousand one hundred seventy-four and 78/100 ($48,174.78) dollars, commencing March 13, 2023.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF
Rotterdam
"A Good Place to Live"
"A Good Place to do Business"

TOWN JUSTICE
101 PRINCETOWN ROAD
ROTTERDAM, N.Y. 12306
TELEPHONE (518) 355-7911
TELEFAX (518) 881-0187

KENNETH P. LITZ
JAMES A. BRADSHAW

LEGISLATIVE REQUEST FORM

DATE: March 1st, 2023

TO: Supervisor Mollie Collins, Members of the Town Board and Town Clerk Diane Marco

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

TITLE OF REQUEST: Promotion of current Deputy Court Clerk, Maria DiMeo-Ascolese to Court Clerk 1

TOWN BOARD MEETING: March 8th, 2023

Background Information: Promote Maria DiMeo-Ascolese to full-time Court Clerk 1

Evaluation/Analysis: Ms. DiMeo-Ascolese has been an integral member of our staff since January 2005. She has been reliable, trustworthy and has established an excellent rapport with fellow staff members and the public in general. She has been an asset to our office, and we look forward to her continued contribution to our department.

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

Attachment/Document(s): See Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Clerk's Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Court Clerk 1
POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

DIMEO-ASCOLESE MARIA C
Last Name First Name Middle Initial

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

[redacted]
County City, Town, Village State Zip

Home Phone Number _____ Cell Phone [redacted]

Email Address [redacted]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

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

5. Citizenship

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

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

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

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

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

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

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

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

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

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

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

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

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

REMARKS:_____

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

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

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: Washington Irving		
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received

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

Length of Employment	Firm Name: Rotterdam Town Justice
From: [redacted] (mm/yyyy)	Firm Address: 101 Princetown Rd. Schdy NY 12306
To: [redacted] (mm/yyyy)	**Description of Duties:**
Employment Details	Receives and files summonse, accepts fee, fines and bail writes receipts. Enters convictions, prepares reports for Audits. Responds to enquries from other courts, attorneys and government agencies, responds to oral and written equiries. Performs a variety of clerical duties Work night court
Your Exact Title: Deputy Court Clerk	
Name of Your Supervisor: Kenneth P. Litz	
Supervisor's Title: Justice	
Hours worked / wk. (exclusive of overtime): 35	
Reason for Leaving	

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	

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

Maria DiMeo-Ascolese — Signature of Applicant

MARIA DIMEO-ASCOLESE — Print Name

2/10/23 — Date

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

RESOLUTION NO. 113.23

TO APPOINT MEGAN NEUHAUS TO THE POSITION OF COURT CLERK 1

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Megan Neuhaus, of Rotterdam, New York 12306, is hereby appointed and promoted to the position of Court Clerk 1, full time, with full employee benefits, at an annual salary of forty-eight thousand one hundred seventy-four and 78/100 ($48,174.78) dollars, commencing March 13, 2023.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF
Rotterdam
"A Good Place to Live"
"A Good Place to do Business"

TOWN JUSTICE
101 PRINCETOWN ROAD
ROTTERDAM, N.Y. 12306
TELEPHONE (518) 355-7911
TELEFAX (518) 881-0187

KENNETH P. LITZ
JAMES A. BRADSHAW

LEGISLATIVE REQUEST FORM

DATE: March 1st, 2023

TO: Supervisor Mollie Collins, Members of the Town Board and Town Clerk Diane Marco

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

TITLE OF REQUEST: Promotion of current Deputy Court Clerk, Megan Neuhaus to Court Clerk 1

TOWN BOARD MEETING: March 8th, 2023

Background Information: Promote Megan Neuhaus to full-time Court Clerk 1

Evaluation/Analysis: Ms. Neuhaus has been an integral member of our staff since March 2015. She has been reliable, trustworthy and has established an excellent rapport with fellow staff members and the public in general. She has been an asset to our office, and we look forward to her continued contribution to our department.

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

Attachment/Document(s): See Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Clerk's Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Court Clerk I
POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

Neuhaus Megan C
Last Name First Name Middle Initial

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

[redacted]
County City, Town, Village State Zip

Home Phone Number [redacted] Cell Phone

Email Address: [redacted]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

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

5. Citizenship

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

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

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

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

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

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

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

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

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

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

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

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

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

REMARKS:_____

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

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

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:	Schalmont High School	
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
Maria College	40		Early Childhood Ed.		✓	

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:	Rotterdam Town Court
From: [redacted]	Firm Address:	101 Princetown Road Rotterdam NY 12306
To:	**Description of Duties:**	

Employment Details

Your Exact Title: Deputy Ct. Clerk

Name of Your Supervisor: Kenneth P. Litz

Supervisor's Title: Judge

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

Reason for Leaving:

Receives and Files summons and traffic tickets. Answers phone and door. Accepts payments for traffic tickets, criminal files and bail money. Enter convictions on drivers license and send reports to DMV. Respond to other Courts, government agencies and Attorneys concerning Court proceedings. Process incoming mail

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

Month/Year (mm/yyyy)

Employment Details

Your Exact Title:

Name of Your Supervisor:

Supervisor's Title:

Hours worked / wk. (exclusive of overtime):

Reason for Leaving:

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

Megan Neuhaus — Signature of Applicant

Megan Neuhaus — Print Name

2-8-23 — Date

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

RESOLUTION NO. 114.23

AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF SCHENECTADY

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 a memorandum of understanding (MOU) with the County of Schenectady, for the distribution of funds awarded to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	February 27, 2023
TO:	Town Board
FROM:	Rotterdam PD
TITLE OF REQUEST:	Authorize the Supervisor to negotiate and execute a Memorandum of Agreement (MOU) with the County of Schenectady
TOWN BOARD MEETING:	March 8, 2023
Background Information:	NYS Division of Criminal Justice Services is providing funding to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms during a period of 2022-2023.
Evaluation/Analysis:	The NYS Division of Criminal Justice Services approved the County's 2022-2023 Discovery Reform Funding Plan
Recommendation(s):	Authorize the Supervisor to sign the Memorandum of Understanding(MOU) and agree to the conditions set forth in the MOU and disperse the funds according to exhibit A.
Attachment/Document(s):	Memorandum of Understanding
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into between the County of Schenectady (hereinafter "the County") and the Town of Rotterdam/Rotterdam Police Department (collectively, "the Parties") in order to facilitate distribution of the funding awarded to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms that took effect January 1, 2020.

WHEREAS, NYS Division of Criminal Justice Services (hereinafter "DCJS") is providing funding to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms during a period of 2022-2023; and

WHEREAS, DCJS set a maximum award amount for each County that was determined based on each county's prorated share of criminal court arraignments statewide; and

WHEREAS, the County submitted a 2022-2023 Discovery Reform Funding Plan to DCJS, after having sought collaborative input, and requests for eligible expenses during the state fiscal year April 1, 2022 through March 31, 2023, from the District Attorney's Office, the Department of Probation, the Sheriff's Department, and all local police departments, including Schenectady, Rotterdam, Niskayuna, Scotia and Glenville; and

WHEREAS, DCJS approved the County's 2022-2023 Discovery Reform Funding Plan; and

WHEREAS, the County desires to disburse said funds to the various local police agencies in the amounts as set forth in the approved 2022-2023 Discovery Reform Funding Plan; and

WHEREAS, the County greatly appreciates all of the efforts of the members of the law enforcement agencies in responding to the discovery and bail reforms.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The County, through the County Finance Department, shall distribute funds in the amount of $78,496 to the Town of Rotterdam/Rotterdam Police Department.

2. The Town of Rotterdam/Rotterdam Police Department agrees to utilize the funding to pay for the expenses as previously submitted, related to the implementation of the discovery and bail reforms that took effect January 1, 2020, and as set forth in Exhibit A attached hereto.

3. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein and, if through mistake or otherwise, such provision is not inserted then, upon application of either party, this contract shall be amended forthwith to make such insertion.

Exhibit A

Town of Rotterdam Discovery Reform Items 2022-2023

Administrative Support – Discovery Reform Confidential Records Management Liaison for compliance with state mandates - **$69,000**

Office equipment – Axon storage update, scanners and external hard drive updates needed for compliance with Discovery Reform - **$8,200**

Data Connectivity – Internet for discovery compliance with DA's Office - **$1,296**

Total: $78,496

NOW, THEREFORE, the above terms and conditions have been read and fully agreed upon the parties.

Schenectady County

_____

Signature_____

Rory Fluman
County Manager

Date:_____

Town of Rotterdam

_____

Signature_____

Mollie A. Collins
Supervisor

Date:_____

_____

Chief Michael Brown
Rotterdam Police Chief

Date: 2-22-2023

RESOLUTION NO. 115.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 4 OF 2023; TO AMEND CHAPTER 225 ENTITLED TAXATION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 4 of 2023.

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 March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	February 27, 2023
TO:	Town Board
FROM:	Megan Griffin, Confidential Secretary
TITLE OF REQUEST:	To enact Local Law No. 4 of 2023; To amend Chapter 225 entitled Taxation
TOWN BOARD MEETING:	March 8, 2023
Background Information:	The Town of Rotterdam enacted RPTL 466-e, which allows for a 10% exemption, capped at $3,000, for volunteer firefighters and ambulance workers. NYS Legislature recently passed a modification to this law allowing for all taxing jurisdictions to adopt this exemption through local law, and removes the $3,000 cap for those municipalities that already offer the exemption.
Evaluation/Analysis:	For municipalities that already offer the exemption, the law must be amended and passed to adopt the updated exemption of Chapter 670 of the Laws of New York, 2022.
Recommendation(s):	Following the Public Hearing on March 8, 2023, adopt introductory local law of 2023; To amend chapter 225 entitled Taxation, of the Town Code of the Town of Rotterdam, and adopt the modified law for members with 2 years of service to become eligible and members with 20 or more years of service to receive the lifetime exemption.
Attachment/Document(s):	Copy of Chapter 670 of the Laws of New York, 2022, Introductory Local Law to amend Chapter 225 entitled Taxation.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Chapter 225 Article V
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

ARTICLE V

Volunteer Fire Fighter and Volunteer Ambulance Worker Exemption [Adopted 1-26-2005 by L.L. No. 2-2005]

§ 255-9. Exemption granted.

Pursuant to authority conferred by NYS Real Property Tax Law § 466-e, real property owned by an enrolled member of an incorporated fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing within the Town of Rotterdam shall be exempt from taxation to the extent of 10% of the assessed value of such property for Town, part-Town or special district purposes, exclusive of special assessments.

§ 255-10. Eligibility.

Property tax exemptions pursuant to this article shall not be granted unless an enrolled member of a volunteer fire company, fire department or voluntary ambulance service has achieved the minimum two (2) years of service and meets the criteria set forth in NYS Real Property Tax Law § 466-e(2) or NYS Real Property Tax Law § 466-e(3). An enrolled member of an incorporated fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing within the Town of Rotterdam who has 20 years or more of service shall be entitled to a lifetime exemption pursuant to RPTL 466-a.

§ 255-11. Applications.

Applications for exemptions pursuant to this article shall be filed with the Town of Rotterdam Assessor on or before the taxable status date on a form prescribed by New York State.

Local Law Filing
Instructions

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

PLEASE OBSERVE THESE INSTRUCTIONS
FOR FILING LOCAL LAWS WITH THE SECRETARY OF STATE

1. Each local law shall be filed with the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.

2. Each local law to be filed with the Secretary of State shall be an original certified copy.

3. Each local law shall be filed on a form provided by the Department of State. If additional pages are required, they must be the same size as the form. Typewritten copies of the text may be attached to the form. Only legible copies will be accepted.

4. File only the number, title and text of the local law.

5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do not include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed number of the bill and explanatory matter must be omitted.

6. For the purpose of filing a local law with the Department of State, number each local law consecutively, beginning with the number one for the first local law filed in each calendar year. The next number in sequence should be applied to each local law when it is submitted for filing, regardless of its date of introduction or adoption. The date of filing of a local law is the date on which the local law is placed on file by the Department.

It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered with the next consecutive local law number, as described above, and then submitted to the Department for filing.

7. Each copy of a local law filed with the Secretary of State shall have affixed to it a certification by the Clerk of the County legislative body or the City, Town or Village Clerk or other officer designated by the local legislative body. Certification forms are provided herewith.

8. A copy of each local law may be mailed or delivered to:
NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231.

(DO NOT FILE THIS INSTRUCTION SHEET WITH THE LOCAL LAW.)

Local Law Filing

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

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

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 4 **of the year 20**23

A local law A LOCAL LAW TO AMEND CHAPTER 225 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM
(Insert Title)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 4 of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on March 8 2023, in accordance with the applicable provisions of law.

(Name of Legislative Body)

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

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

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20[2][3], in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

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

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20_____.

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.

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

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

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

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

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

LAWS OF NEW YORK, 2022

CHAPTER 670

AN ACT to amend the real property tax law, in relation to providing all local governments with the option to provide a property tax exemption to volunteer firefighters and volunteer ambulance workers; and to repeal various provisions of the real property tax law relating thereto

Became a law December 9, 2022, with the approval of the Governor. Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 466-a to read as follows:

§ 466-a. Volunteer firefighters and volunteer ambulance workers. 1. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in any county shall be exempt from taxation to the extent of up to ten percent of the assessed value of such property for city, village, town, part town, special district, school district, fire district or county purposes, exclusive of special assessments, provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

2. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:

(a) the applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;

(b) the property is the primary residence of the applicant;

(c) the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and

(d) the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service, as determined by the governing body of a city, village, town, school district, fire district or county; provided, however, that such governing body shall establish a minimum service requirement for each applicant between two years of service and five years of service. It shall be the duty and responsibility of the governing body of each municipality, school district and/or fire district which adopts a local law, ordinance

EXPLANATION--Matter in *italics* is new; matter in brackets [-] is old law to be omitted.

or resolution pursuant to this section to determine the procedure for certification.

3. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within such county provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

4. Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption claimed under such statutes by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and

(b) such deceased volunteer had been an enrolled member for at least five years; and

(c) such deceased volunteer had been receiving the exemption prior to his or her death.

5. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption to an un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and

(b) such deceased volunteer had been an enrolled member for at least twenty years; and

(c) such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

6. Application for such exemption shall be filed with the assessor or other agency, department or office designated by the municipality, school district and/or fire district offering such exemption on or before the taxable status date on a form as prescribed by the commissioner.

7. No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the

provisions of this article on the effective date of this section shall suffer any diminution of such benefit because of the provisions of this section.

8. Any city, village, town, school district, fire district or county that currently, through local law, ordinance or resolution, provides an exemption from taxation for an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, such enrolled member and spouse, or an un-remarried spouse shall be authorized to continue to provide such exemption, provided however, such city, village, town, school district, fire district or county shall adopt a local law, ordinance or resolution to conform to the provisions of this section no later than three years after the effective date of this section.

9. Notice to affected municipalities. On or before December thirty-first, two thousand twenty-two, it shall be the duty of the commissioner or her or his designees to notify or cause to be notified, in a manner prescribed by the commissioner, the chief executive officer of each and any municipality in which former sections four hundred sixty-six-a, four hundred sixty-six-b, four hundred sixty-six-c, four hundred sixty-six-d, four hundred sixty-six-f, four hundred sixty-six-g, four hundred sixty-six-h, four hundred sixty-six-i, four hundred sixty-six-j, and four hundred sixty-six-k of the real property tax law apply, of the provisions of the chapter of the laws of two thousand twenty-two that added this section.

§ 2. Sections 466-a as added by chapter 617 of the laws of 1999, 466-b, 466-c, 466-d, 466-e, 466-f, 466-g, 466-h, 466-i, 466-j and 466-k of the real property tax law are REPEALED.

§ 3. This act shall take effect immediately; provided, however, that section two of this act shall take effect three years after the effective date of this act.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS
Temporary President of the Senate

CARL E. HEASTIE
Speaker of the Assembly

RESOLUTION NO. 116.23

AUTHORIZE THE SUPERVISOR TO FORWARD A COMMITMENT LETTER TO NATIONAL GRID TO CONVERT STREETLIGHTS TO LED

WHEREAS, The Town has contacted National Grid to look at opportunities to reduce the outdoor streetlighting costs; and

WHEREAS, National Grid has offered an opportunity to enhance the lighting quality of streetlights and achieve energy savings cost as a result of converting the High Intensity Discharge bulbs (HID) to Light-emitting Diode (LED) as part of the Outdoor Lighting Conversion Program, at an upfront cost of $45,765.94 and an estimated payback incentive of $85,700.00 once completed. The conversion is expected to achieve an annual estimated utility cost savings in the amount of $54,432.00; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to forward a commitment letter to National Grid indicating the Town's desire to convert the current High Intensity Discharge bulbs to (HID) Light-emitting Diode (LED) as part of the Outdoor Lighting Conversion Program.

SECTION 2. This resolution shall become effective on March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: February 24, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to forward a commitment letter to National Grid indicating the Town's desire to convert the current High Intensity Discharge bulbs to (HID) Light-emitting Diode (LED) as part of the Outdoor Lighting Conversion Program.

TOWN BOARD MEETING: March 8, 2023

Background Information: The Town contacted National Grid to reduce utility cost for streetlighting and National Grid has offered an opportunity to enhance the lighting quality of streetlights and achieve energy savings cost as a result of converting to the more efficient LED luminaires.

Evaluation/Analysis: The initial investment of cost for the Town to convert all streetlight bulbs to LED is $45,765.94. Once completed, the Town will receive an estimated amount of $85,700 as an incentive for the conversion. Then, based upon the current commodity cost of $0.07/kilowatt hour, the Town is expected to achieve an estimated annual savings of $54,432.00 as a result of the more efficient LED luminaires. If the commodity cost increases over time, then the annual savings is also anticipated to increase. The conversion of the streetlights is anticipated to be completed by the end of this year.

Recommendation(s): I recommend that the Town Board approves for the Supervisor to forward the commitment letter to National Grid.

Attachment/Document(s): See documents provided by National Grid that supports the annual savings in cost for street lighting.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

nationalgrid

LED Conversion Program Overview

LED Program Description
The LED Conversion program which proposes to convert current HID roadway and decorative luminaires on a first-to-qualify basis with the ability to pay NBV and provide a formal commitment from the customer. Participating municipal customers must commit to convert no less than 15% of their currently installed SC2 roadway and/or decorative luminaires, or a minimum of 100 luminaires, whichever is greater. UNY municipalities have unique combinations of HID luminaire styles and lamp types with varying wattages, thus the ultimate savings for each will depend on their respective LED conversion luminaire choices. With the recent addition of the decorative luminaire offerings along with the roadway luminaire conversions, the municipal customer can convert the combination of both decorative/roadways or exclude decorative luminaires and single out roadways only. It will be the customer's choice.

Benefits of Converting to LED
Some benefits include enhanced customer satisfaction, cost reduction from energy consumption, decreased light trespass and dark-sky light pollution, and lower maintenance costs via longer luminaire life. LED streetlights are more energy efficient, consuming just one-third to one-half the kilowatt hours that power the high-pressure sodium (HPS) metal halide (MH) or Mercury Vapor (MV) lights that are commonly in use today.

LED Conversions Process
Following initial conversations with their National Grid representative, interested municipal customers will submit a written request to National Grid for the estimated LED conversion cost. Upon receipt of the written request, National Grid will calculate the per unit conversion cost, which represents the average, undepreciated net book value ("NBV") of each roadway and decorative luminaire in the customer's tax district. The estimated pricing letter will include the number of roadway and decorative luminaires in the customer's billing inventory and the existing inventory.

This estimated pricing letter will be valid for 180 days. If the municipal customer wishes to proceed, a "letter of intent" is required on the municipality's official letterhead. The customer is required to provide upfront payment for the remaining asset value of the existing in-service luminaires being removed. The payment must be made before any conversion work can be started.
The cost of the new LED luminaires, installation and future maintenance is included in the monthly rate stated in the tariff, like all other Company-owned streetlight offerings.

Limitations or Restriction
The plan does not provide for individual end-of-life replacement or repositioning/relocation or other support facility changes for the LED luminaires. Replacement schedules are based on anticipated availability of LED fixtures and labor resources.

NYSERDA Clean Energy Communities Program
NYSERDA offers local governments grant funding after completing four of 10 High Impact Actions and earning a Clean Energy Community designation. Included among the 10 High Impact Actions is the conversion of municipal and utility-owned cobra head style streetlights to LED technology. Local governments must convert a minimum of 50 percent of these streetlights to LED within their geographic jurisdiction.

Energy Efficiency Offering
Upon completion of LED construction/install, the customer will continue to be eligible for an energy efficiency rebate based on the quantity and wattage of the LED luminaires installed to alleviate the prior NBV cost upfront. This incentive is available on a first-come first-served basis.

National Grid is offering the following per-fixture incentives:
Eligible customers can learn more by contacting their National Grid representative, who can outline the program details, present the per-unit energy savings and cost differences, and discuss the energy efficiency incentive offering.

National Grid Tariff Luminaire Reference	LED Luminaire Delivered Lumens	LED Luminaire System Wattage	Proposed EE Incentive Payment
	(L)	(W)	($)
Customer-Owned	1-2000	0-24	0.00
National Grid B	2001-4000	25-47	50.00
National Grid C	4001-8000	48-95	65.00
National Grid D	8001-14000	96-153	75.00
Customer-Owned	14001-20000	154-209	85.00

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August 10, 2022

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

Re: Outdoor Lighting LED Conversion Program

Dear Mr. Mastroianni:

Thank you for your inquiry regarding National Grid's Outdoor Lighting LED Conversion Program. As a valued street lighting customer, National Grid is pleased to offer you an opportunity to enhance the lighting quality and achieve energy cost savings through a proactive conversion of your existing outdoor lighting luminaires to energy efficient LED luminaires.

The LED conversion cost to facilitate this program is based on your billing account and corresponding reference number(s) information on record and represents the Company's residual net book value (NBV) for the luminaires to be removed. The owned NBV cost represents the average value for the individual luminaire style within the designated service area. The decorative LED conversion cost provided herein designates the average of the aggregate NBV for all decorative luminaire styles identified within the bill account. All NBV costs are effective for 180 days. Requests to convert less than all luminaires within the bill account will require the Company to provide individual average NBV for each decorative luminaire style. The Company has waived the costs of removing the luminaires to be converted from the listed LED conversion costs.

Customer Name:	Town of Rotterdam
Customer Bill Account:	2993882109;5313880102
Roadway Luminaire Count:	1,555
Decorative Luminaire Count:	27
Avg. Roadway Luminaire NBV per unit/total:	$28.15each / $43,784.99 total
Avg. Decorative Luminaire NBV per unit/total:	$73.6 each / $1,980.95 total
Total Avg. Luminaire NBV:	$45,765.94
Estimated Roadway EE Incentive:	$84,250.00
Estimated Decorative EE Incentive:	$1,450.00
Total Estimated EE Incentive:	$85,700.00

The Company has also provided an estimated energy efficiency incentive value based upon the available programs in effect as of the date of this letter. Presently, the Company offers an energy-efficiency incentive for LED Roadway luminaire conversions (whether customer-owned or Company-owned). The incentive ranges between $50 and $100 per luminaire and is limited to Roadway luminaire conversions only. To assist you, following receipt of the proposed roadway luminaire conversion information, the Company will provide a revised estimated energy efficiency incentive value. However, the actual incentive value may differ from the estimate and will only be provided to the customer upon completion and verification of the LED Roadway luminaire portion of the conversion project.

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This incentive opportunity is available on a first-come, first-served basis which is based upon the time of incentive disbursement and subject to an annual financial limit. More details are available from your National Grid account service representative.

Premise Reference:	Click here to enter text.
SL Reference Number:	Click here to enter text.

Roadway and Decorative Luminaires

Quantity	Description
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.

Premise Reference:	Click here to enter text.
SL Reference Number:	Click here to enter text.

Roadway and Decorative Luminaires

Quantity	Description
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.

Premise Reference:	Click here to enter text.
SL Reference Number:	Click here to enter text.

Roadway and Decorative Luminaires

Quantity	Description
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.
#	Choose an item.

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To secure the pricing presented in this letter and initiate the LED Conversion Program for your community, please submit a commitment letter from an authorized representative on municipal letterhead or via a municipal email address, (ending in ".gov").

The commitment communication must state the following:

- Commitment of payment to National Grid for the specified LED conversion cost of the designated quantity and style of luminaires to be converted in the form of:
    - An individual payment within 90 days of commitment and prior to any conversion installations in the form of one or more of the following;
        - Purchase Order
        - Promissory Note
        - Formal Financial Commitment Letter
    - A monthly payment plan of a consistent value not to exceed 10 years, with interest set at the Company's pretax weighted average cost of capital.
- Total quantity of each existing HID luminaire style to be converted;
- Total quantity of each LED luminaire style and illumination code offered as referenced in PSC 214 Tariff, Service Classification No. 2.
    - An Addendum to the commitment letter providing reference to the inventory of individual street light locations and the desired LED luminaire style and illumination code to be installed and/or a conversion summary of the LED luminaire style and illumination code per HID luminaire style and lamp type/wattage.

To learn more about the LED Conversion Program or obtain more definitive cost information, please contact your assigned National Grid account service representative.

Sincerely,

Rebecca D. Atwell

Rebecca D. Atwell
Lead Program Manager
nationalgrid
1125 Broadway
Albany, NY 12204
Rebecca.Atwell@nationalgrid.com
518-433-3560 Office
518-791-6933 Cell

COMMODITY COST PER kWh	$0.070460
ANNUAL SAVINGS WITHOUT COMMODITY COSTS	$17,110.82
ANNUAL SAVINGS WITH COMMODITY COSTS	$54,432.07

***0.07046 is January 2023 commodity costs for Towns streetlight bill (Constellation)

*****ALL SAVINGS ARE ESTIMATED *****

*****ALL SAVINGS ARE ESTIMATED *****

# Fixtures	Old HID wattage	New LED Wattage	HID Annual kWh	LED Annual kWh	kWh saved (total)	HID Tariff Cost/Fixt	LED Tariff Cost/Fixt	Tariff Cost difference/ fixture	Total Annual Tariff Savings	HID kWh Supply Charge	LED kWh Supply Charge	Total kWh savings per fixture	Total kWh savings	Total Estimated Annual Savings
1184	Roadway 70 HPS	Roadway LED B 24	359	104	301920	$101.18	$95.76	($5.42)	($6,416.16)	$25.30	$7.33	($17.97)	($21,273.28)	($27,689.44)
25	Roadway 100 HPS	Roadway LED B 24	492	104	9700	$113.46	$95.76	($17.70)	($442.41)	$34.67	$7.33	($27.34)	($683.46)	($1,125.87)
275	Roadway 150 HPS	Roadway LED C 48	721	200	143275	$134.60	$109.66	($24.93)	($6,856.72)	$50.80	$14.09	($36.71)	($10,095.16)	($16,951.87)
47	Roadway 250 HPS	Roadway LED D 96	1268	400	40796	$185.09	$150.44	($34.65)	($1,628.32)	$89.34	$28.18	($61.16)	($2,874.49)	($4,502.80)
1	Roadway 400 HPS	Roadway LED F 210	1960	876	1084	$248.97	$203.62	($45.34)	($45.34)	$138.10	$61.72	($76.38)	($76.38)	($121.72)
23	Roadway 400 MV	Roadway LED F 210	1960	876	24932	$247.77	$203.62	($44.14)	($1,015.31)	$138.10	$61.72	($76.38)	($1,756.71)	($2,772.02)
2	Floodlight 400 HPS	Floodlight LED F	1960	834	2252	$253.89	$167.71	($86.18)	($172.36)	$138.10	$58.76	($79.34)	($158.68)	($331.04)
5	Coach 70 HPS	Carriage LED B	359	146	1065	$119.44	$82.72	($36.72)	($183.61)	$25.30	$10.29	($15.01)	($75.04)	($258.65)
7	Contemporary 70 HPS	Highland Park LED B	359	125	1638	$124.34	$109.94	($14.40)	($100.80)	$25.30	$8.81	($16.49)	($115.41)	($216.22)
3	Edison 100 HPS	Oxford LED B	492	125	1101	$138.06	$89.30	($48.76)	($146.27)	$34.67	$8.81	($25.86)	($77.58)	($223.85)
9	Traditional 70 HPS	Carriage LED B	359	146	1917	$94.22	$82.72	($11.50)	($103.52)	$25.30	$10.29	($15.01)	($135.07)	($238.59)
TOTAL ANNUAL ESTIMATED kWh SAVINGS					529,680	TOTAL ANNUAL ESTIMATED SAVINGS								($54,432.07)

RESOLUTION NO. 117.23

AUTHORIZE THE SUPERVISOR TO FORWARD TWO EASEMENT OFFER LETTERS FOR THE IMPLEMENTATION OF THE LOCK STREET STORMWATER IMPROVEMENT PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to forward an easement offer letter to the property owner of 6 Lock Street, Rotterdam Junction, New York 12150, for an offer amount not to exceed five thousand three hundred and 00/100 ($5,300.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to forward an easement offer letter to the property owner of 1261 Main Street, Rotterdam Junction, New York 12150, for an offer amount not to exceed six thousand two hundred ninety and 00/100 ($6,290.00) dollars.

SECTION 3. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: February 24, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to forward offer letters to Arnold Serapilio at 6 Lock Street property, Rotterdam Junction and to John Santosuosso, at the 1261 Main Street property, Rotterdam Junction.

TOWN BOARD MEETING: March 8, 2023

Background Information: The Town would like to implement a stormwater improvement project that begins on Lock Street and extends through two private properties, along Isabella Street and Scrafford Lane, connecting to the drainage system that was constructed by NYSDOT. This area has a history of flooding, and this project would improve stormwater collection and conveyance in the area. In order to implement the project, two permanent and two temporary easements are needed from the property owners. The Town hired the services of an appraisal firm to determine the value of the easements.

Evaluation/Analysis: The easements are necessary to implement the project. The appraisals are based upon a fair market value of the easements. The offer letter for the Serapilio property should be $5,300.00 and the offer letter for the Santosuosso should be $6,290.00.

Recommendation(s): I recommend that the Town Board approve for the Supervisor to forward the offer letters to Arnold Serapilio at 6 Lock Street property, Rotterdam Junction and to John Santosuosso, at the 1261 Main Street property.

Attachment/Document(s): Appraisals each property is attached.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESTRICTED
APPRAISAL REPORT

of property owned by

JOHN P. SANTOSUOSSO

situated at

1261 MAIN STREET
with additional access via
ISABELLA STREET
TOWN OF ROTTERDAM
SCHENECTADY COUNTY
NEW YORK

as of

JANUARY 4, 2023

requested by

FRED C. MASTROIANNI, PE
CONSULTANT ENGINEER
TOWN OF ROTTERDAM

prepared by

EMPIRE STATE APPRAISAL CONSULTANTS

Empire State Appraisal Consultants
a subsidiary of Hudson River Appraisal Group, Inc.
6844 NY-32
Greenville, NY 12083
ph. 518-758-7594
esac@berk.com

January 30, 2023

Fred C. Mastroianni, PE
1100 Sunrise Boulevard
Rotterdam, NY 12306

RE: 1261 MAIN STREET DRAINAGE EASEMENTS

Dear Mr. Mastroianni,

In accordance with your request, we have prepared a Restricted Appraisal Report of the above referenced property, for purposes of making an estimate of the fee simple value of the subject land, together with the value of a proposed permanent and temporary easement for the installation of a stormwater drainage pipe, to be placed, over a portion of the subject property.

IDENTITY OF CLIENT, INTENDED USERS AND INTENDED USE OF REPORT

This Restricted Appraisal Report, completed under Standard 2-2b of the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021[1]), was prepared for our clients, Fred C. Mastroianni and the Town of Rotterdam, to assist them in determining the market value of the land, and the damages affected by the placement of the easements. We have established that the clients understand the limited utility of this Restricted Report and has established that such report is suitable for their intended use. Any use by other entities is unintended.

LOCATION / IDENTIFICATION

The appraised property is located at 1261 Main Street and the terminus of Isabella Street, in the Town of Rotterdam, Schenectady County, New York. Tax map identification is section 20.5, block 7, lot 18.1.

[1] The Appraisal Foundations Appraisal Standards Board (ASB) has extended the current addition of USPAP until December 31, 2023.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the total damages to the market value of the subject land resulting from the placement of a permanent easement over a portion of the land, together with the rental value of a temporary easement, as of January 4, 2023, which was the date of our inspection. The property rights appraised are the fee simple interest and the easement interest in the subject property. Market value is defined according to *The Dictionary of Real Estate Appraisal*, 14th Edition, published by the American Institute of Real Estate Appraisers.

DATE OF INSPECTION

January 4, 2023

OWNERSHIP, SALES HISTORY AND OCCUPANCY

The subject property is owned by John P. Santosuosso and was acquired on February 16, 2018 from Michael K. Couch for an indicated sale price of $170,000, according to deed Libre 1982 at page 1, and recorded in the Schenectady County Clerk's Office. The property is reportedly not presently listed for sale, and has not been offered for sale within the last three years.

PROPERTY DESCRIPTION

SITE

Size/shape:	1.43± acres / 62,459[2] square feet, with a very irregular shape
Frontage:	46 feet of frontage on Main Street and 50 feet of frontage at the terminus of Isabella Street.
Topography / Terrain:	Generally level to lightly sloping, containing a mix of open lawn and lightly wooded terrain. The parcel contains an unimproved dirt driveway, beginning at the terminus of Isabella Street, and continues to the rear of the two family dwelling located on Main Street.
Utilities:	Municipal sewer and water, natural gas and electric
Building Improvements:	2 ½ story, two-family residence of brick construction, containing approximately 2,790 square feet, constructed in the early 1900's. The subject's improvements are not part of this appraisal, as the easement affects the land only.

SUMMARY

The subject is an above average size parcel compared to the immediate surrounding neighborhood and contains adequate frontage, depth and generally level to lightly sloping terrain, well suited for residential development.

[2] Tax map appears inaccurate compared with the recent survey data

DESCRIPTION OF ACQUISITION

The acquisition consists of a permanent easement of 2,250 square feet of unimproved land, traversing the rear portion of the parcel, beginning at the westerly property line, having a width of 10 feet, and continuing in an easterly direction 225 feet to the Isabella Street frontage, as detailed in Exhibit A, Description of Easement Area, (addenda).

PURPOSE OF THE TAKING

The purpose of the taking is for the construction of a new storm water drainage pipeline by the Town of Rotterdam. The proposed drainage pipe will be located in the center of the ten foot wide easement, and reported to be four feet below the surface. Two catch basins are to be installed within the easement.

AFTER THE ACQUISITION

In the after situation, the site contains the same 62,459 square feet of land, with 2,250 square feet now encumbered by a permanent easement for an underground storm water drainage pipe. Access to the subject parcel, its overall utility and site visibility are generally the same as in the before situation. We note that before this taking, the subject site contained sufficient land for additional improvements, and after the placement of the easement, an adequate amount of land remains for any additional building improvements in conformance with building regulations and the surrounding neighborhood. A description of the restrictions within the permanent easement is detailed in the addenda of this report.

DESCRIPTION OF THE TEMPORARY EASEMENT

The temporary easement consists of 1,900 square feet located along both sides of the permanent easement, having a width of 5 feet on each side, and continuing 155 feet along the northerly side of the permanent easement, and 225 feet along the southerly side. The purpose of the temporary easement is in connection with the construction, site work and re-grading of the area, and will be terminated upon the approval of the completed work. It is anticipated the temporary easement will encumber the property for a period not to exceed one year, and the land encumbered by the temporary easement will be restored to its former condition.

INDIRECT DAMAGES

We do not observe any diminution in value or indirect damages to the property as a result of the takings, nor are there any special benefits, inasmuch as the overall market appeal and potential for additional development is similar as in the before situation.

SCOPE OF WORK AND REPORTING PROCESS

In preparing this appraisal, the appraiser made an inspection of the subject property, and researched sales of similar properties in order to process the sales comparison approach to value. The Income Approach was used to value the temporary easement.

ENVIRONMENTAL OBSERVATIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions; however, the appraiser is not an expert in the identification of detrimental environmental conditions. It is possible that tests and inspections made by a qualified expert would reveal the existence of additional hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

TAX ASSESSMENT

The current Town of Rotterdam assessments are as follows:

Land	$ 27,400
Improvements	152,600
TOTAL	$180,000

The New York State Equalization Rate for the Town of Rotterdam was 83% in 2022, equating to an equalized full value of $216,870[3].

ZONING

The subject is located in both the B-1, Business Zone, which encompasses an area of approximately 26,475 square feet of land, containing the subject improvements along the Main Street frontage, with the remaining 35,984 square feet of unimproved rear land, accessed via Isabella Street within the A-1, Agricultural District. The B-1 Business Zone permits single and multi-family residences, together with various retail and commercial uses. The A-1 Agricultural District, in addition to various agricultural uses, permits single-family residences and private garages, requiring a minimum of one acre. The easement is located solely within the A-1 district.

HIGHEST AND BEST USE

After considering the necessary criteria of physically possible, legally permissible, financially feasible and maximally productive, it is our conclusion the highest and best use of the subject property, both before the placement of the easement and after the placement of the easement, is for residential use.

APPRAISAL PROBLEM AND APPROACHES TO VALUE

This appraisal problem is concerned with finding the market value of the subject land before the placement of a permanent easement on a portion of the site, and then the value of the 2,250 square feet of land to be placed under a permanent easement. The rental value of the temporary easement will also be calculated. The Sales Comparison Approach is the only meaningful method to utilize in this appraisal problem, and will be

[3] $180,000 ÷ 0.83 = $216,870 (r)

applied to find the value of the damages. The Income Approach will be utilized to value the temporary easement, while the Cost Approach will not be utilized, as the appraisal is concerned with vacant land value.

VALUE CONCLUSION

Based upon the Sales Comparison and Income approaches, as detailed in the addenda of this report, our value conclusion, as of January 4, 2023 is as follows:

Permanent Easement	
2,250 square feet	$ 5,340
Temporary Easement	
1,900 square feet	$ 950
TOTAL DAMAGES	$ 6,290

INDICATED EXPOSURE TIME

Approximately six months.

ADDENDA

Attached to this report is our certificate of value, subject tax plat, photos and taking maps, description of the easements, together with a Sales Comparison summary and a list of special assumptions and limiting conditions.

If you have any questions concerning the enclosed, please do not hesitate to contact us. We appreciate being asked to serve in this matter.

Very Truly Yours,
ESAC APPRAISERS - CONSULTANTS

RICHARD W. ARVIDSON
NYS Certified General
Real Estate Appraiser
Certificate #46-5767

JAMES A. SANEMETERIO
NYS Certified-General
Real Estate Appraiser
Certificate #46-40540

SINGLE FAMILY
RESIDENTIAL BUILDING SITES
MARKET DATA SYNOPSIS

COMPARABLE SALE NO.	1	2	3	4
Location	1067 Regent St Schenectady, NY	8 Pashley Rd Rotterdam, NY	101 Ulrich St Rotterdam, NY	s/s Theodora Rotterdam, NY
Date of Sale	9/22	8/22	1/22	10/21
Tax Map	50.31-3-7	16.13-5-29	13.17-2-41	59.5-12-22
Grantor	J. Nally	D. Pahe	D. Lucarelli	J. Cimino
Land Type	Elongated	Semi-Rural	Irregular	Good Utility
Sale Price	$20,000	$100,000	$40,000	$41,000
Lot Size (sq ft)	11,000	30,192	21,780	14,374.8
Price/Square Feet	$1.82	$3.31	$1.84	$2.85

COMPARABLE SALE ANALYSIS

The comparable sales have an unadjusted unit value range of $1.82 to $3.31 per square foot. After adjustment for differences such as location, size, frontage, site utility, and amenities, an adjusted value range of $2.18 to $2.57 per square foot is generated. Based upon this data, it is our conclusion that the fee simple market value of the subject land, before the placement of the easement, is $2.50 per square foot.

62,459 square feet @ $2.50 = $156,148

INDICATED VALUE VIA THE SALES COMPARISON APPROACH **SAY,** **$156,100**

PERMANENT AND TEMPORARY EASEMENT VALUATION

The permanent easement encumbers a total land area of 2,250 square feet. The property owner now has reduced control of the land within the easement, and inasmuch as the land cannot be disturbed, nor can any permanent structures be placed over it, the permanent easement rights are therefore allocated at 95% of the fee simple, previously concluded at $156,100 or $2.50 per square foot.

The value of the permanent easement is calculated as follows:

2,250 square feet @ $2.50 x 95% = $5,344
Say $5,340

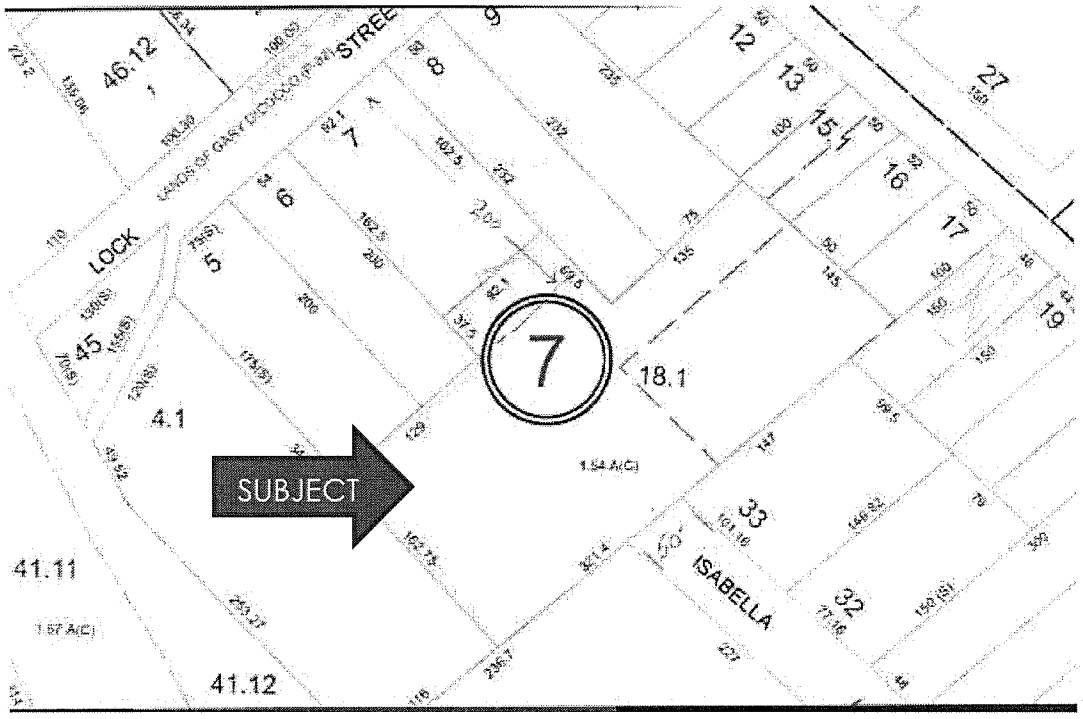
In order to value the temporary easement to be placed upon the 1,900 square feet of the subject land, we utilize the fee simple unit value conclusion previously arrived at $2.50 per square foot. An annual capitalization rate of 20% is then applied to derive the annual rental value of the temporary easement, calculated as follows:

Fee Value	1,900 sq ft @ $2.50 =	$4,750
Capitalization Rate		x .20
	Annual Rental Value	$ 950

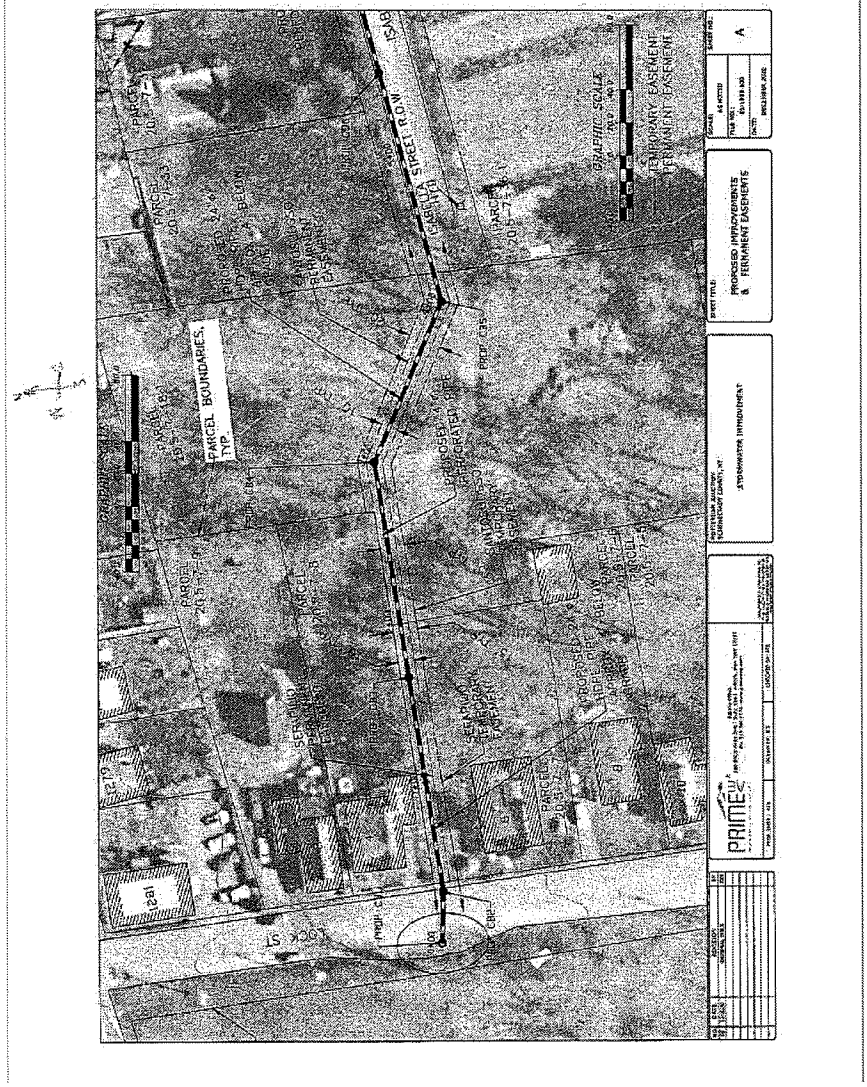
VALUATION SUMMARY

Permanent Easement	$5,340
Temporary Easement	950
Total Damages	$6,290

TAX PLAT


46.12
LANDS OF GARY DONALD (P-247)
LOCK
5
6
7
8
9
12
13
15
16
17
19
21
45
4.1
7
18.1
1.54 A(C)
SUBJECT
33
32
ISABELLA
41.11
1.57 A(C)
41.12

EASEMENT SURVEY



PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the day of , 2022, by and between John P. Santosuosso having an address of 1261-1263 Main Street, Rotterdam Junction, NY 12150 , party(ies) of the first part, and

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

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

(check as applicable)

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

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

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

1

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

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

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

None.

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1

SAN TO 540 550
PERMANENT EASEMENT

EXHIBIT A

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situated in the Town of Rotterdam, County of Schenectady and State of New York being a permanent construction easement situated on land as shown on Town of Rotterdam tax map 020.5 dated March 17, 2017 as prepared by Aero Service Philadelphia, Pennsylvania 19135 and being more particularly bounded and described as follows:

BEGINNING AT A POINT along the centerline of the proposed improvements at the intersection with the westerly bounds of the Isabella Street right-of-way in the Town of Rotterdam, County of Schenectady, State of New York; said point also being on the easterly bounds of parcel 20.5-7-18.1; and

PROCEEDING THENCE along the centerline of the proposed improvements a distance of approximately 225 feet, as it winds and bends, to a point on the easterly bounds of parcel 20.5-7-7 and extending a distance of approximately 5 feet to either side of the centerline of the improvements, said point also being on the westerly bounds of parcel 20.5-7-18.1.

10 x 225

TEMPORARY EASEMENT

This **TEMPORARY EASEMENT** made the day of , 2022 , by and between

John P. Santosuosso having an address of
1251-1263 Main Street, Rotterdam Junction, NY 12150 , party(ies) of the first part, and

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

WITNESSETH, that the party(ies) of the first part, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part a temporary easement in, under, and along the premises described in **Exhibit(s)** A hereto and depicted in the map(s) attached hereto as **Exhibit(s)** B (hereinafter, the "Easement Area"), giving the party of the second part, and its designee(s), the right during the Easement Period, as hereinafter defined, to enter upon the Easement Area for purposes of access, construction, installation, storage, staging, operations, clearing, replacement, repairs, maintenance, inspection, and any and all other purposes reasonably necessary to the completion of the following objective (the "Project"):

Storm sewer system installation.

The Easement Period shall commence on and shall terminate upon the earlier of the completion of the Project or .

TO HAVE AND TO HOLD the Temporary Easement herein granted to the party of the second part, its successors and assigns, during the Easement Period.

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

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement

Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder.

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

None.

Said Easement Area BEING over, through and upon a portion of the premises conveyed by _____ to _____ in a Deed dated _____ and recorded in the Schenectady County Clerk's Office on _____ at Liber _____, Page _____.

Remainder of Page Intentionally Left Blank.

SANTOSUOSSO

1

EXHIBIT "A"

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situated in the Town of Rotterdam, County of Schenectady and State of New York being a temporary construction easement situated on land as shown on Town of Rotterdam tax map 020.05 dated March 17, 2017 as prepared by Aero Service Philadelphia, Pennsylvania 19135 and being more particularly bounded and described as follows:

BEGINNING AT A POINT at the centerline of the proposed improvements intersection with the westerly bounds of the Isabella Street right-of-way in the Town of Rotterdam, County of Schenectady, State of New York; said point also being on the easterly bounds of parcel 20.5-7-18.1; and

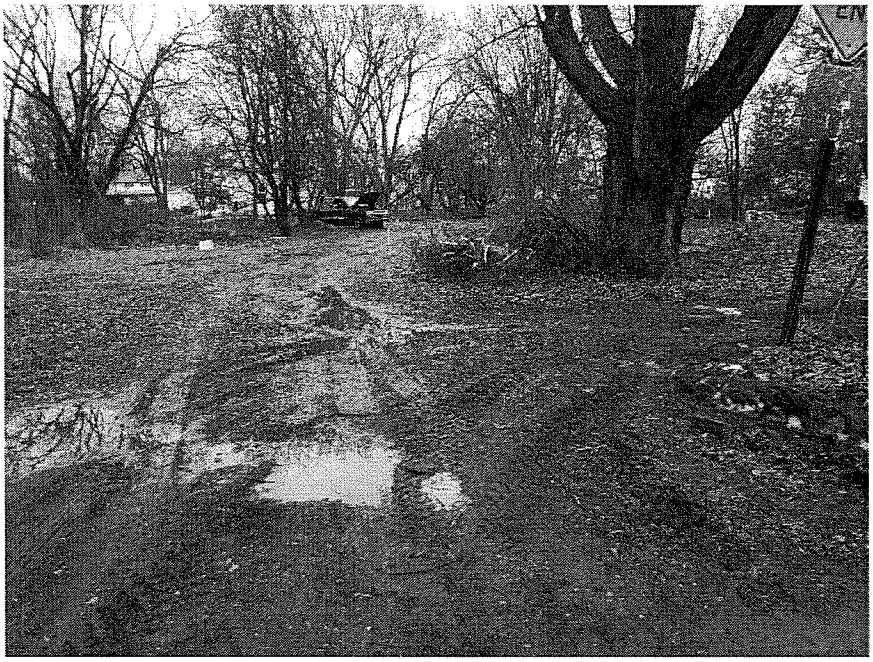
PROCEEDING THENCE along the centerline of the proposed improvements a distance of approximately 155 feet, as it winds and bends, to a point along the centerline of the proposed improvements; and

THENCE along the centerline of the proposed improvements a distance of approximately 70 feet to a point on the easterly bounds of parcel 20.5-7-7 and extending a distance of approximately 5 feet to the northerly side of the centerline and a distance of approximately 10 feet to the southerly side of the centerline.

Restrictions on the Permanent easements

Party of the first part shall not install or construct any structure in the Easement Area. Without limitation of the scope of the term "structure", such term shall include buildings, garages, sheds, fencing, and below or above-ground swimming pools. The party of the first part shall not plant or cultivate any trees in the Easement Area that are or will grow to be three or more inches in diameter at breast height (which, for purposes of this provision, shall be deemed to be four feet, six inches above ground level). The party of the second part shall have the right to move or remove any structures, equipment, trees, or other vegetation that may exist within the Easement Area, along with any other obstructions within the Easement Area, to the extent reasonably necessary and appropriate to exercise, from time to time, the rights granted under this Permanent Easement.

SUBJECT PHOTOGRAPHS



ISABELLA STREET FRONTAGE

INTERIOR DRIVEWAY – EASEMENT AREA

LAWN – EASEMENT AREA

WESTERLY EASEMENT AREA

ADDENDA

USE RESTRICTION

This appraisal report is limited to the use of the client. The opinions and conclusions in this report may not be understood properly without additional information contained in the appraiser's work file.

CERTIFICATE OF APPRAISER

The Appraiser certifies and agrees that:

1. This report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

2. This report conforms with the rules and regulations of the NYS Board of Real Estate Appraisal of the Department of State.

3. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

4. The Appraiser has no present or contemplated future interest in the property appraised, and the compensation for preparing this appraisal is not contingent upon the reporting of a pre-determined value, minimum value, or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, the occurrence of a subsequent event, or the approval of a loan.

5. The Appraiser is entirely impartial and has no personal interest in or bias with respect to the subject matter of the appraisal report, the intended users of the report or the participants to a pending sale of the property. The "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color, creed, or national origin of the prospective owners or present occupants of the property appraised or properties in the vicinity of the property appraised.

6. The Appraiser has personally inspected the property listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraisers have not knowingly withheld any significant information.

7. All contingent and limiting conditions imposed by the terms of the assignment, or by the undersigned, affecting the Appraiser's analyses, opinions, and conclusions are fully set forth in this report.

8. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraisers, and no one provided significant professional assistance to the Appraisers signing this report, unless otherwise noted. No change of any item in the appraisal report shall be made by anyone other than the Appraisers, and the Appraisers shall have no responsibility for any such unauthorized change.

9. The appraiser has performed no services as an appraiser, or in any other capacity regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.

RICHARD W. ARVIDSON
NYS Certified-General
Real Estate Appraiser
Certificate #46-5767

CERTIFICATE OF APPRAISER

The Appraiser certifies and agrees that:

1. This report conforms with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

2. This report conforms with the rules and regulations of the NYS Board of Real Estate Appraisal of the Department of State.

3. This appraisal report has been reviewed in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

4. The Appraiser has no present or contemplated future interest in the property appraised, and the compensation for preparing this appraisal is not contingent upon the reporting of a pre-determined value, minimum value, or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, the occurrence of a subsequent event, or the approval of a loan.

5. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the properties in the vicinity of the property appraised.

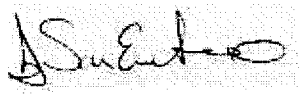
6. The Appraiser has not personally inspected the subject property listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.

7. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in this report).

8. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

9. The appraiser has performed no services as an appraiser, or in any other capacity regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.

10. The appraiser is acting in the capacity of a supervisory appraiser.



JAMES A. SANEMETERIO
NYS Certified-General
Real Estate Appraiser
Certificate #46-40540

QUALIFICATIONS OF APPRAISER

RICHARD W. ARVIDSON

PROFESSIONAL DESIGNATIONS

NYS Certified-General Real Estate Appraiser
Certificate #46-5767

PROFESSIONAL EXPERIENCE:

Continuously and actively engaged in the appraisal of real estate for the last 15 years.

Commercial Appraisal Associate, Empire State Appraisal Consultants,
Kinderhook, New York, May 1990 - present

Staff Appraiser, Griffin Valuation & Realty Services, Ltd.,
Gerald Griffin, MAI, Kingston, New York, May 1985-1990

Real Estate Sales Person, Charles Winters Real Estate,
Saugerties, New York, 1982-1984

EDUCATION:
State University of New York
Farmingdale, New York

Completed numerous courses in real estate appraisal including all courses required for licensing and renewals by the New York State Department of State.

TYPES OF ASSIGNMENTS

Tax Certiorari	Conservation Easements	Equalization Studies
Estate Tax	Eminent Domain	Adverse Possession
Leased Fee	Feasibility Studies	Diminution
Leasehold	Scenic Easements	Appraisal Review
Revaluation	Deficiency Judgment	Development Rights
Value-in-use		

TYPES OF PROPERTY APPRAISED

Farms	Forest Lands	Service Stations
Hotels	Quarry Lands	Manufacturing Facilities
Motels	Country Clubs	Indoor Tennis Clubs
Banks	Golf Courses	Trucking Terminals
Apartments	Supermarkets	Mobile Home Parks
Warehouses	Mobile Homes	Automobile Sales
Office Buildings	Cold Storage	Horse Breeding Facilities
Business Parks	Health Clubs	Gravel Extraction & Mining
Subdivisions	Bowling Centers	Historic Properties
Theatres	Amusement Parks	Restaurants
Schools	Medical Arts	Condominiums
Estate Properties	Hydro Electric Sites	Shopping Centers & Enclosed Malls

James SanEmeterio
Hudson River Appraisal Group
Empire State Appraisal Consultants
P.O. Box 345
Greenville, New York 12083
518.929.5263 email:
jimsan@valstar.net
www.Hudsonriverappraisalgroup.com

NEW YORK STATE CERTIFICATION #46-40540
Certified General
Appraiser HUD / FHA
certified appraiser
USDA Rural development approved appraiser
Candidate for Designation with the Appraisal Institute

EXPERIENCE

1993 - 1999 Production manager for Habermaass Corporation, Skaneateles, N.Y. 1999 - 2013 General appraiser with Concra Appraisal Associates / Sr. Staff appraiser 2007 - present Hudson River Appraisal Group - owner
2018 - present Empire State Appraisal Consultants - owner

EDUCATION/TRAINING

Tompkins Cortland Community College - Majoring in Construction Technology
Columbia-Greene Community College - Majoring in Business Administration (A.A.S degree program)
Educational real estate / appraisal courses with the Manfred Real Estate Learning Center
Educational real estate / appraisal courses with the Appraisal Institute
Current with NYS continuing educational requirements

PROFESSIONAL AFFILIATIONS

Columbia Greene Board of Realtors Appraisal Institute

EXAMPLE OF CURRENT CLIENTS

The Bank of Greene County	National Bank of Salisbury Bank
Coxsackie Kinderhook Bank and Trust	
Lee Bank	Prospect Mortgage
M&T Bank	Solidifi (AMC)
Norman, Hubbard & Assoc. (AMC)	Valutrust (AMC)
Central Hudson Electric & Gas Corp.	NYS Parks and Recreation
Serv. USDA Rural Development	APEX Mortgage

EXPERT TESTIMONY QUALIFIED IN NEW YORK AND MASSACHUSETTS

New York State Supreme Court / County of New York New York State Supreme Court / County of Columbia
New York State Supreme Court / County of Greene New York State Bankruptcy Court / County of Albany
Massachusetts State Supreme Court

RESTRICTED
APPRAISAL REPORT

of property owned by

ARNOLD F. SERAPILIO

situated at

6 LOCK STREET
TOWN OF ROTTERDAM
SCHENECTADY COUNTY
NEW YORK

as of

JANUARY 4, 2023

requested by

FRED C. MASTROIANNI, PE
CONSULTANT ENGINEER
TOWN OF ROTTERDAM

prepared by

EMPIRE STATE APPRAISAL CONSULTANTS

Empire State Appraisal Consultants
a subsidiary of Hudson River Appraisal Group, Inc.
6844 NY-32
Greenville, NY 12083
ph. 518-758-7594
esac@berk.com

January 24, 2023

Fred C. Mastroianni, PE
1100 Sunrise Boulevard
Rotterdam, NY 12306

RE: 6 LOCK STREET DRAINAGE EASEMENTS

Dear Mr. Mastroianni,

In accordance with your request, we have prepared a Restricted Appraisal Report of the above referenced property, for purposes of making an estimate of the fee simple value of the subject land, together with the value of a proposed permanent and temporary easement for the installation of a stormwater drainage pipe, to be placed, over a portion of the subject property.

IDENTITY OF CLIENT, INTENDED USERS AND INTENDED USE OF REPORT

This Restricted Appraisal Report, completed under Standard 2-2b of the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021[1]), was prepared for our clients, Fred C. Mastroianni and the Town of Rotterdam, to assist them in determining the market value of the land, and the damages affected by the placement of the easements. We have established that the clients understand the limited utility of this Restricted Report and has established that such report is suitable for their intended use. Any use by other entities is unintended.

LOCATION / IDENTIFICATION

The appraised property is located at 6 Lock Street, in the Town of Rotterdam, Schenectady County, New York. Tax map identification is section 20.5, block 7, lot 7.

[1] The Appraisal Foundations Appraisal Standards Board (ASB) has extended the current addition of USPAP until December 31, 2023.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the total damages to the market value of the subject land resulting from the placement of a permanent easement over a portion of the land, together with the rental value of a temporary easement, as of January 4, 2023, which was the date of our inspection. The property rights appraised are the fee simple interest and the easement interest in the subject property. Market value is defined according to *The Dictionary of Real Estate Appraisal*, 14th Edition, published by the American Institute of Real Estate Appraisers.

DATE OF INSPECTION

January 4, 2023

OWNERSHIP, SALES HISTORY AND OCCUPANCY

The subject property has been owned and occupied by the Serapilio family for many years, and most recently transferred from Camille Serapilio to Arnold F. Serapilio on February 10, 2020 according to deed liber 2032 page 416[2]. The property is reportedly not presently listed for sale and has not been offered for sale within the past 3 years (USPAP requirement).

PROPERTY DESCRIPTION

SITE

Size/shape:	0.42± acres / 18,420 square feet, with a rectangular shape
Frontage:	92.1 feet of frontage, with a depth of 200 feet[3]
Topography / Terrain:	Generally level, consisting of primarily, open, grass covered lawn surrounding the residence, with an overgrown and lightly wooded area at the rear of the parcel.
Utilities:	Municipal sewer and water, natural gas and electric
Building Improvements:	Two story, wood-frame single family residence, containing approximately 1,968 square feet, constructed in the 1930's. The subject's improvements are not part of this appraisal, as the easement affects the land only.

SUMMARY

The subject parcel contains adequate frontage, depth and generally level terrain, well suited for development of a single-family residence, in conformity with the surrounding residentially developed neighborhood.

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[2] *Reflective of a family transfer*

[3] *The County of Schenectady Real Property Services incorrectly reports a depth of 162.50 feet.*

DESCRIPTION OF ACQUISITION

The acquisition consists of a permanent easement of 2,000 square feet of unimproved land, commencing at the north westerly corner of the subject parcel, having a width of 10 feet, then proceeding in an easterly direction for approximately 200 feet, as detailed in Exhibit A, Description of Easement Area, (addenda).

PURPOSE OF THE TAKING

The purpose of the taking is for the construction of a new storm water drainage pipeline by the Town of Rotterdam. The proposed drainage pipe will be located in the center of the ten foot wide easement, and reported to be four feet below the surface. A catch basin is to be installed within the easement, situated approximately 30 feet from the rear property line, within the overgrown, lightly wooded area.

AFTER THE ACQUISITION

In the after situation, the site contains the same 18,420 square feet of land, with 2,000 square feet now encumbered by a permanent easement for an underground storm water drainage pipe. Access to the subject parcel, its overall utility and site visibility are generally the same as in the before situation. Zoning regulations require a five-foot building setback from a side property line, and, inasmuch as the 10-foot-wide easement runs adjacent to the subject's northerly boundary, the easement impacts only a five-foot-wide portion of the subject parcel from any future building development. We note that before the taking, the subject site contained sufficient land for additional improvements, and after the placement of the easement, an adequate amount of land remains for any building expansion, such as a driveway, garage or storage shed, in conformance with building regulations and the surrounding neighborhood. A description of the restrictions within the permanent easement is detailed in the addenda of this report.

DESCRIPTION OF THE TEMPORARY EASEMENT

The temporary easement consists of 1,000 square feet located along the southerly side of the permanent easement, having a width of 5 feet, and continuing along the southerly side of the 200 foot long permanent easement. The purpose of the temporary easement is in connection with the construction, site work and re-grading of the area, and will be terminated upon the approval of the completed work. It is anticipated the temporary easement will encumber the property for a period not to exceed one year, and the land encumbered by the temporary easement will be restored to its former condition.

INDIRECT DAMAGES

We do not observe any diminution in value or indirect damages to the property as a result of the takings, nor are there any special benefits, inasmuch as the overall market appeal and potential for additional development is similar as in the before situation.

SCOPE OF WORK AND REPORTING PROCESS

In preparing this appraisal, the appraiser made an inspection of the subject property, and researched sales of similar properties in order to process the sales comparison approach to value. The Income Approach was used to value the temporary easement.

ENVIRONMENTAL OBSERVATIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions; however, the appraiser is not an expert in the identification of detrimental environmental conditions. It is possible that tests and inspections made by a qualified expert would reveal the existence of additional hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

TAX ASSESSMENT

The current Town of Rotterdam assessments are as follows:

Land	$8,500
Improvements	151,500
TOTAL	$160,000

The New York State Equalization Rate for the Town of Rotterdam was 83% in 2022, equating to an equalized full value of $192,711[4].

ZONING

The subject is located in the R-1 Residential District. This district allows residential use, daycare center, professional offices and personal services. A variety of conditional uses are also allowed. Yard requirements state a garage may be built five feet from the rear and side property lines (addenda).

HIGHEST AND BEST USE

After considering the necessary criteria of physically possible, legally permissible, financially feasible and maximally productive, it is our conclusion the highest and best use of the subject property, both before the placement of the easement and after the placement of the easement, is for continued residential use, although the permanent easement encumbers a 10-foot wide by 200-foot-long portion of the property (2,000 sq. ft.). Zoning regulations require a five-foot building setback from a side property line, therefore, the development potential of the 18,420 square foot parcel is reduced by 1,000 square feet.

APPRAISAL PROBLEM AND APPROACHES TO VALUE

This appraisal problem is concerned with finding the market value of the subject land before the placement of a permanent easement on a portion of the site, and then the value of the 2,000 square feet of land to be placed under a permanent easement. The rental value of the temporary easement will also be calculated. The Sales Comparison Approach is the only meaningful method to utilize in this appraisal problem, and will be applied to find the value of the damages. The Income Approach will be utilized to value the temporary easement, while the Cost Approach will not be utilized, as the appraisal is concerned with vacant land value.

[4] $160,000 ÷ 0.83 = $192,771

VALUE CONCLUSION

Based upon the Sales Comparison and Income approaches, as detailed in the addenda of this report, our value conclusion, as of January 4, 2023 is as follows:

Permanent Easement	
2,000 square feet	$ 4,800
Temporary Easement	
1,000 square feet	$ 500
TOTAL DAMAGES	$ 5,300

INDICATED EXPOSURE TIME

Approximately six months.

ADDENDA

Attached to this report is our certificate of value, subject tax plat, photos and taking maps, description of the easements, together with a Sales Comparison summary and a list of special assumptions and limiting conditions.

If you have any questions concerning the enclosed, please do not hesitate to contact us. We appreciate being asked to serve in this matter.

Very Truly Yours,
ESAC APPRAISERS - CONSULTANTS

RICHARD W. ARVIDSON
NYS Certified General
Real Estate Appraiser
Certificate #46-5767

JAMES A. SANEMETERIO
NYS Certified-General
Real Estate Appraiser
Certificate #46-40540

SINGLE FAMILY
RESIDENTIAL BUILDING SITES
MARKET DATA SYNOPSIS

COMPARABLE SALE NO.	1	2	3	4
Location	1067 Regent St Schenectady, NY	8 Pashley Rd Rotterdam, NY	101 Ulrich St Rotterdam, NY	s/s Theodora Rotterdam, NY
Date of Sale	9/22	8/22	1/22	10/21
Tax Map	50.31-3-7	16.13-5-29	13.17-2-41	59.5-12-22
Grantor	J. Nally	D. Pahe	D. Lucarelli	J. Cimino
Land Type	Elongated	Semi-Rural	Irregular	Good Utility
Sale Price	$20,000	$100,000	$40,000	$41,000
Lot Size (sq ft)	11,000	30,192	21,780	14,374.8
Price/Square Feet	$1.82	$3.31	$1.84	$2.85

COMPARABLE SALE ANALYSIS

The comparable sales have an unadjusted unit value range of $1.82 to $3.31 per square foot. After adjustment for differences such as location, size, frontage, site utility, and amenities, an adjusted value range of $2.18 to $2.57 per square foot is generated. Based upon this data, it is our conclusion that the fee simple market value of the subject land, before the placement of the easement, is $2.50 per square foot.

18,420 square feet @ $2.50 = $46,050

INDICATED VALUE VIA THE SALES COMPARISON APPROACH **SAY,** **$46,100**

PERMANENT AND TEMPORARY EASEMENT VALUATION

The permanent easement encumbers a total land area of 2,000 square feet along the subject's northeasterly property line. The property owner now has reduced control of the land within the easement, and inasmuch as the land cannot be disturbed, nor can any permanent structures be placed over it, the permanent easement rights are therefore allocated at 95% of the fee simple, previously concluded at $46,900 or $2.50 per square foot.

The value of the permanent easement is calculated as follows:

2,000 square feet @ $2.50 x 95% = $4,750
Say $4,800

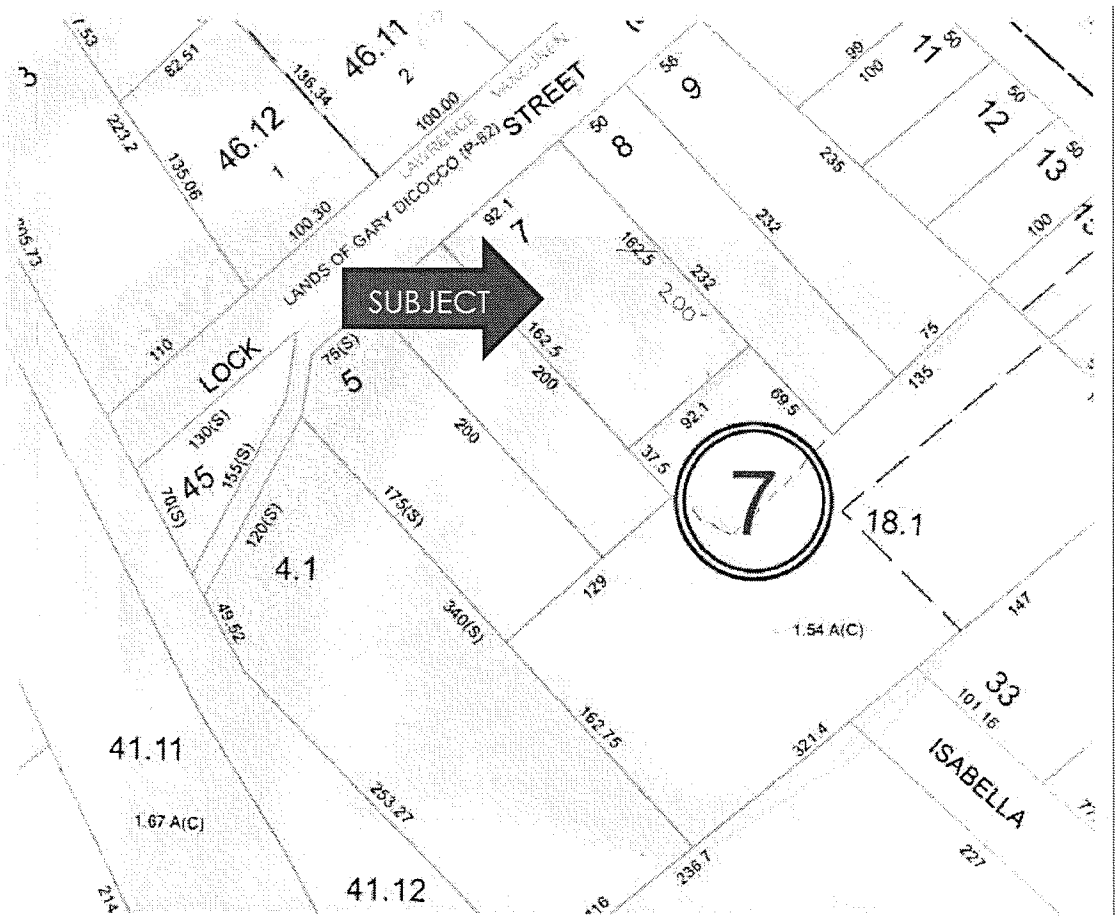
In order to value the temporary easement to be placed upon the 1,000 square feet of the subject land, we utilize the fee simple unit value conclusion previously arrived at $2.50 per square foot. An annual capitalization rate of 20% is then applied to derive the annual rental value of the temporary easement, calculated as follows:

Fee Value	1,000 sq ft @ $2.50 =	$2,500
Capitalization Rate		x .20
	Annual Rental Value	$ 500

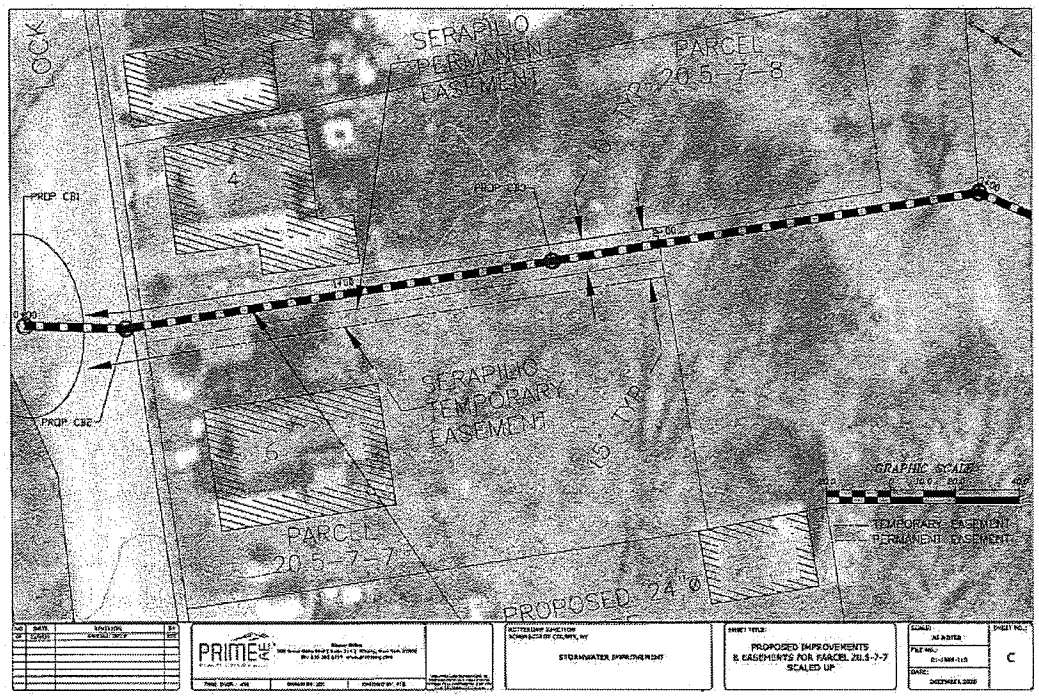
VALUATION SUMMARY

Permanent Easement	$4,800
Temporary Easement	500
Total Damages	$5,300

TAX PLAT


SUBJECT
LOCK
STREET
LANDS OF GARY DICOCCO (P-82)
46.11
46.12
41.11
41.12
1.67 A(C)
1.54 A(C)
2.00 A
ISABELLA

EASEMENT SURVEY



PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the day of , 2022, by and between Arnold Serapilio and Camille Serapilio having an address of 6 Lock Street, Rotterdam Junction, NY 12150 , party(ies) of the first part, and

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

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

(check as applicable)

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

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

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

1

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

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

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

None.

Remainder of Page Intentionally Left Blank.

EXHIBIT A

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situated in the Town of Rotterdam, County of Schenectady and State of New York being a permanent construction easement situated on land as shown on Town of Rotterdam tax map 020.5 dated March 17, 2017 as prepared by Aero Service Philadelphia, Pennsylvania 19135 and being more particularly bounded and described as follows:

BEGINNING AT A POINT along the centerline of the proposed improvements at the intersection with the easterly bounds of the Lock Street right-of-way in the Town of Rotterdam, County of Schenectady, State of New York; said point also being on the westerly bounds of parcel 12.5-7-7; and

PROCEEDING THENCE along the centerline of the proposed improvements a distance of approximately 200 feet to a point on the easterly bounds of parcel 20.5-7-7 and extending a distance of approximately 5 feet to either side of the centerline of the improvements, said point also being on the westerly bounds of parcel 20.5-7-18.1.

TEMPORARY EASEMENT

This **TEMPORARY EASEMENT** made the day of , 2022 , by and between

Arnold Serapilio and Camille Serapilio having an address of 6 Lock Street, Rotterdam Junction, NY 12150 , party(ies) of the first part, and

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

WITNESSETH, that the party(ies) of the first part, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part a temporary easement in, under, and along the premises described in **Exhibit(s)** A hereto and depicted in the map(s) attached hereto as **Exhibit(s)** B (hereinafter, the "Easement Area"), giving the party of the second part, and its designee(s), the right during the Easement Period, as hereinafter defined, to enter upon the Easement Area for purposes of access, construction, installation, storage, staging, operations, clearing, replacement, repairs, maintenance, inspection, and any and all other purposes reasonably necessary to the completion of the following objective (the "Project"):

Storm sewer system installation.

The Easement Period shall commence on and shall terminate upon the earlier of the completion of the Project or .

TO HAVE AND TO HOLD the Temporary Easement herein granted to the party of the second part, its successors and assigns, during the Easement Period.

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

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement

1

Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder.

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

None.

Said Easement Area BEING over, through and upon a portion of the premises conveyed by _____ to _____ in a Deed dated _____ and recorded in the Schenectady County Clerk's Office on _____ at Liber _____, Page _____.

Remainder of Page Intentionally Left Blank.

1

EXHIBIT "A"

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situated in the Town of Rotterdam, County of Schenectady and State of New York being a temporary construction easement situated on land as shown on Town of Rotterdam tax map 020.05 dated March 17, 2017 as prepared by Aero Service Philadelphia, Pennsylvania 19135 and being more particularly bounded and described as follows:

BEGINNING AT A POINT at the centerline of the proposed improvements at the at the intersection with the easterly bounds of the Lock Street right-of-way in the Town of Rotterdam, County of Schenectady, State of New York; said point also being on the westerly bounds of parcel 12.5-7-7; and

PROCEEDING THENCE along the centerline of the proposed improvements a distance of approximately 200 feet to a point on the easterly bounds of parcel 20.5-7-7 and extending a distance of approximately 5 feet to the northerly side of the centerline and a distance of approximately 10 feet to the southerly side of the centerline.

Restrictions on the Permanent easements

Party of the first part shall not install or construct any structure in the Easement Area. Without limitation of the scope of the term "structure", such term shall include buildings, garages, sheds, fencing, and below or above-ground swimming pools. The party of the first part shall not plant or cultivate any trees in the Easement Area that are or will grow to be three or more inches in diameter at breast height (which, for purposes of this provision, shall be deemed to be four feet, six inches above ground level). The party of the second part shall have the right to move or remove any structures, equipment, trees, or other vegetation that may exist within the Easement Area, along with any other obstructions within the Easement Area, to the extent reasonably necessary and appropriate to exercise, from time to time, the rights granted under this Permanent Easement.

§ 270-31 Lot area.

B. The New York State Public Health Law governing realty subdivisions requires a minimum lot size of 20,000 square feet for ever by individual water and sewage disposal systems and located in a realty subdivision, as defined by Public Health Law, Ar Subdivisions: Water Supply." Such stricter minimum lot size shall be imposed where applicable.

§ 270-32 **Lot coverage.**

Lot coverage shall not exceed 45%.

§ 270-33 **Yard requirements.**

A. Front yard depth shall be 25 feet or a depth of not less than 1/2 the total setback depths of the dwellings on properties which ac both of such dwellings are set back less than 25 feet.

B. Side yard width shall be not less than 10 feet.

C. Rear yard depth shall be not less than 25 feet, except that a garage may be built five feet from the rear and side property lines.

§ 270-34 **Parking.**

Off-street parking requirements applicable in the R-1 District are set forth in **§ 270-149** of this chapter.

§ 270-35 **Additional uses.**

For additional regulations relative to specific uses, see Article XVIII.

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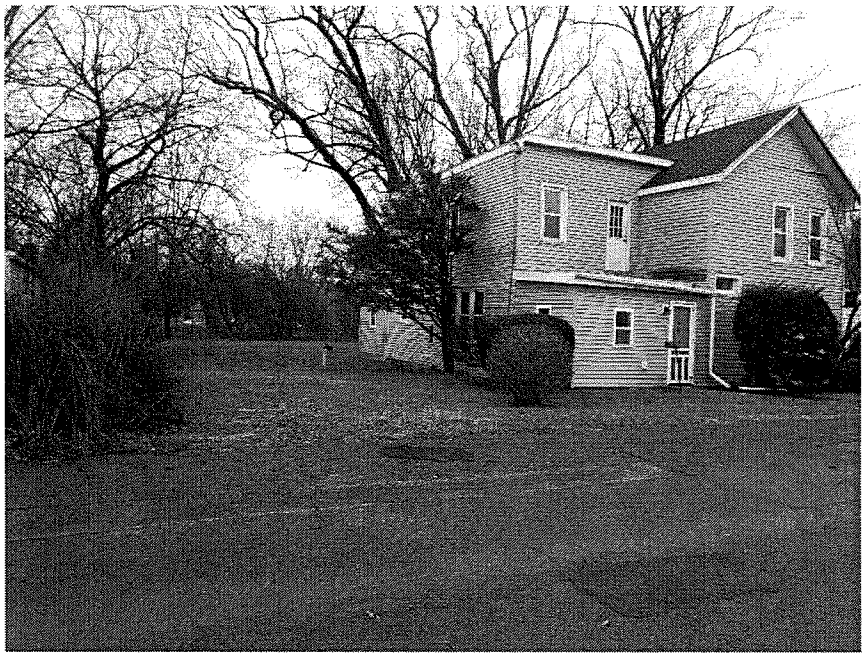
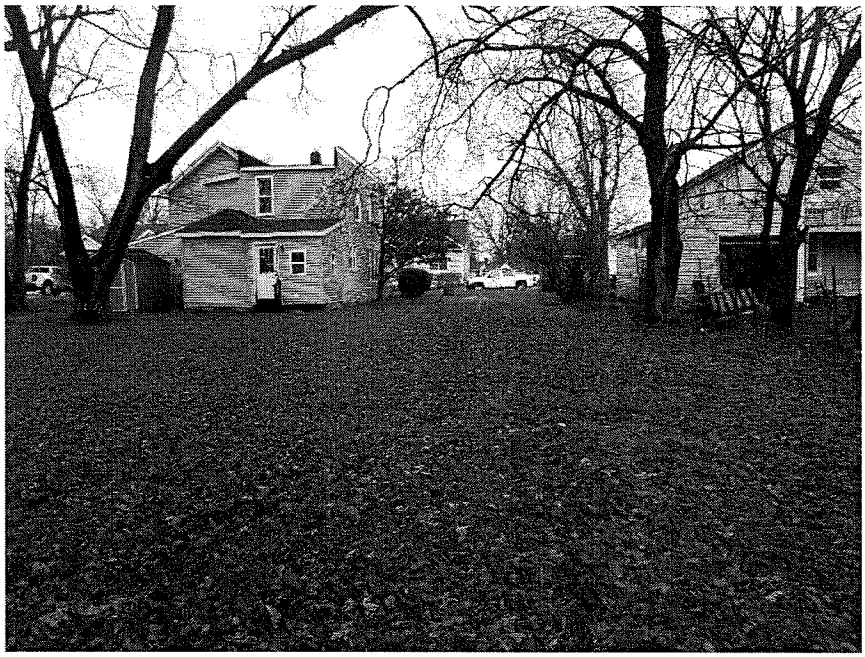
SUBJECT PHOTOGRAPHS



LOCK STREET FRONTAGE

PERMANENT EASEMENT
PROPERTY LINE (TREE/BRUSH LINE ON LEFT) TO STAKE



REAR YARD VIEWING TOWARD RESIDENCE

REAR WOODED AREA, EASEMENT STAKED

ADDENDA

CERTIFICATE OF APPRAISER

The Appraiser certifies and agrees that:

1. This report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

2. This report conforms with the rules and regulations of the NYS Board of Real Estate Appraisal of the Department of State.

3. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

4. The Appraiser has no present or contemplated future interest in the property appraised, and the compensation for preparing this appraisal is not contingent upon the reporting of a pre-determined value, minimum value, or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, the occurrence of a subsequent event, or the approval of a loan.

5. The Appraiser is entirely impartial and has no personal interest in or bias with respect to the subject matter of the appraisal report, the intended users of the report or the participants to a pending sale of the property. The "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color, creed, or national origin of the prospective owners or present occupants of the property appraised or properties in the vicinity of the property appraised.

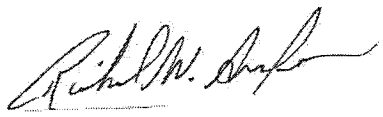
6. The Appraiser has personally inspected the property listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraisers have not knowingly withheld any significant information.

7. All contingent and limiting conditions imposed by the terms of the assignment, or by the undersigned, affecting the Appraiser's analyses, opinions, and conclusions are fully set forth in this report.

8. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraisers, and no one provided significant professional assistance to the Appraisers signing this report, unless otherwise noted. No change of any item in the appraisal report shall be made

by anyone other than the Appraisers, and the Appraisers shall have no responsibility for any such unauthorized change.

9. The appraiser has performed no services as an appraiser, or in any other capacity regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.



RICHARD W. ARVIDSON
NYS Certified-General
Real Estate Appraiser
Certificate #46-5767

CERTIFICATE OF APPRAISER

The Appraiser certifies and agrees that:

1. This report conforms with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

2. This report conforms with the rules and regulations of the NYS Board of Real Estate Appraisal of the Department of State.

3. This appraisal report has been reviewed in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

4. The Appraiser has no present or contemplated future interest in the property appraised, and the compensation for preparing this appraisal is not contingent upon the reporting of a pre-determined value, minimum value, or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, the occurrence of a subsequent event, or the approval of a loan.

5. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the properties in the vicinity of the property appraised.

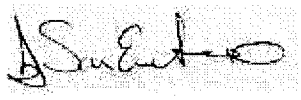
6. The Appraiser has not personally inspected the subject property listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.

7. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in this report).

8. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

9. The appraiser has performed no services as an appraiser, or in any other capacity regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.

10. The appraiser is acting in the capacity of a supervisory appraiser.



JAMES A. SANEMETERIO
NYS Certified-General
Real Estate Appraiser
Certificate #46-40540

QUALIFICATIONS OF APPRAISER

RICHARD W. ARVIDSON

PROFESSIONAL DESIGNATIONS

NYS Certified-General Real Estate Appraiser
Certificate #46-5767

PROFESSIONAL EXPERIENCE:

Continuously and actively engaged in the appraisal of real estate for the last 15 years.

Commercial Appraisal Associate, Empire State Appraisal Consultants,
Kinderhook, New York, May 1990 - present

Staff Appraiser, Griffin Valuation & Realty Services, Ltd.,
Gerald Griffin, MAI, Kingston, New York, May 1985-1990

Real Estate Sales Person, Charles Winters Real Estate,
Saugerties, New York, 1982-1984

EDUCATION:
State University of New York
Farmingdale, New York

Completed numerous courses in real estate appraisal including all courses required for licensing and renewals by the New York State Department of State.

TYPES OF ASSIGNMENTS

Tax Certiorari	Conservation Easements	Equalization Studies
Estate Tax	Eminent Domain	Adverse Possession
Leased Fee	Feasibility Studies	Diminution
Leasehold	Scenic Easements	Appraisal Review
Revaluation	Deficiency Judgment	Development Rights
Value-in-use		

TYPES OF PROPERTY APPRAISED

Farms	Forest Lands	Service Stations
Hotels	Quarry Lands	Manufacturing Facilities
Motels	Country Clubs	Indoor Tennis Clubs
Banks	Golf Courses	Trucking Terminals
Apartments	Supermarkets	Mobile Home Parks
Warehouses	Mobile Homes	Automobile Sales
Office Buildings	Cold Storage	Horse Breeding Facilities
Business Parks	Health Clubs	Gravel Extraction & Mining
Subdivisions	Bowling Centers	Historic Properties
Theatres	Amusement Parks	Restaurants
Schools	Medical Arts	Condominiums
Estate Properties	Hydro Electric Sites	Shopping Centers & Enclosed Malls

James SanEmeterio
Hudson River Appraisal Group
Empire State Appraisal Consultants
P.O. Box 345
Greenville, New York 12083
518.929.5263 email:
jimsan@valstar.net
www.Hudsonriverappraisalgroup.com

NEW YORK STATE CERTIFICATION #46-40540
Certified General
Appraiser HUD / FHA
certified appraiser
USDA Rural development approved appraiser
Candidate for Designation with the Appraisal Institute

EXPERIENCE

1993 - 1999 Production manager for Habermaass Corporation, Skaneateles, N.Y. 1999 - 2013 General appraiser with Concra Appraisal Associates / Sr. Staff appraiser 2007 - present Hudson River Appraisal Group - owner
2018 - present Empire State Appraisal Consultants - owner

EDUCATION/TRAINING

Tompkins Cortland Community College - Majoring in Construction Technology
Columbia-Greene Community College - Majoring in Business Administration (A.A.S degree program)
Educational real estate / appraisal courses with the Manfred Real Estate Learning Center
Educational real estate / appraisal courses with the Appraisal Institute
Current with NYS continuing educational requirements

PROFESSIONAL AFFILIATIONS

Columbia Greene Board of Realtors
Appraisal Institute

EXAMPLE OF CURRENT CLIENTS

The Bank of Greene County
Coxsackie Kinderhook Bank and Trust
Lee Bank
M&T Bank
Norman, Hubbard & Assoc. (AMC)
Central Hudson Electric & Gas Corp.
Serv. USDA Rural Development
National Bank of Salisbury Bank
Prospect Mortgage
Solidifi (AMC)
Valutrust (AMC)
NYS Parks and Recreation
APEX Mortgage

EXPERT TESTIMONY QUALIFIED IN NEW YORK AND MASSACHUSETTS

New York State Supreme Court / County of New York New York State Supreme Court / County of Columbia New York State Supreme Court / County of Greene New York State Bankruptcy Court / County of Albany Massachusetts State Supreme Court

USE RESTRICTION

This appraisal report is limited to the use of the client. The opinions and conclusions in this report may not be understood properly without additional information contained in the appraiser's work file.

RESOLUTION NO. 118.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of February 2023, has been placed on file and the Town Clerk's check in the amount of four thousand eight hundred thirty-five dollars and 04/100 ($4,835.04) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective March 8, 2023

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **March 1, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **February $4,835.04** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **March 8, 2023**

TO BE PLACED ON TOWN BOARD MEETING OF: **March 8, 2023**

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of **March 8, 2023**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

Town Clerk Monthly Report
February 01, 2023 - February 28, 2023

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	3	3.04
			Sub-Total:	**$3.04**
Dog Licensing	Exempt Dog	A2544	1	0.00
Dog Licensing	Female, Spayed	A2544	64	896.00
Dog Licensing	Female, Unspayed	A2544	12	204.00
Dog Licensing	Male, Neutered	A2544	60	840.00
Dog Licensing	Male, Unneutered	A2544	10	170.00
Dog Licensing	Replacement Tags	A2544	2	6.00
			Sub-Total:	**$2,116.00**
Ez pass	Ez Pass	A1255	2	50.00
			Sub-Total:	**$50.00**
GENERAL LIC.	Waste Hauler Permit	A2590	21	1,575.00
			Sub-Total:	**$1,575.00**
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. FEES	Certified Copies	A1255	81	810.00
			Sub-Total:	**$810.00**
Senior Discount	Senior Discount	A2544	29	-289.00
			Sub-Total:	**-$289.00**
Soliciting	Soliciting Hawking Peddler		1	150.00
			Sub-Total:	**$150.00**
Town Portion	Games Chance Permits	A2530	2	20.00
			Sub-Total:	**$20.00**
			Total Local Shares Remitted:	**$4,835.04**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	190.00
Amount paid to:	NYS Environmental Conservation	51.96
Amount paid to:	State Comptroller for Games of Chance	30.00
Amount paid to:	State Health Dept. For Marriage Licenses	180.00

Total State, County & Local Revenues: $5,287.00

Total Non-Local Revenues: $451.96

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 R. Collins — Supervisor — 3/1/2023 — Date

Diane M. Marco — Town Clerk — 3/1/2023 — Date

Monthly Worksheet of Daily Work
February 2023

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Total Rec Games of Chance	BINGO GAMES CHANCE	TOWN PORTION	EZ PASS
2/1/2023	$110.00	$0.00	$0.00	$0.00	$20.00	$2.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/2/2023	$1,700.00	$0.00	$0.00	$0.00	$115.00	$13.00	$102.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/3/2023	$150.00	$0.00	$0.00	$0.00	$75.00	$8.00	$67.00	$40.00	$22.50	$17.50	$25.00	$15.00	$10.00	$0.00
2/6/2023	$358.00	$0.00	$0.00	$0.00	$238.00	$20.00	$218.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/7/2023	$131.00	$0.00	$0.00	$0.00	$111.00	$17.00	$94.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/8/2023	$275.00	$0.00	$0.00	$0.00	$175.00	$16.00	$159.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/9/2023	$135.00	$0.00	$0.00	$0.00	$90.00	$6.00	$84.00	$0.00	$0.00	$0.00	$25.00	$15.00	$10.00	$0.00
2/10/2023	$255.00	$25.00	$23.62	$1.38	$100.00	$10.00	$90.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/13/2023	$468.00	$0.00	$0.00	$0.00	$183.00	$12.00	$171.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$25.00
2/14/2023	$145.00	$0.00	$0.00	$0.00	$105.00	$13.00	$92.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/15/2023	$160.00	$0.00	$0.00	$0.00	$120.00	$11.00	$109.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00
2/16/2023	$135.00	$5.00	$4.72	$0.28	$30.00	$2.00	$28.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/17/2023	$145.00	$0.00	$0.00	$0.00	$115.00	$13.00	$102.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/21/2023	$245.00	$25.00	$23.62	$1.38	$170.00	$17.00	$153.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00
2/22/2023	$210.00	$0.00	$0.00	$0.00	$80.00	$6.00	$74.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/23/2023	$300.00	$0.00	$0.00	$0.00	$50.00	$4.00	$46.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00
2/24/2023	$105.00	$0.00	$0.00	$0.00	$105.00	$7.00	$98.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/27/2023	$160.00	$0.00	$0.00	$0.00	$115.00	$10.00	$105.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00
2/28/2023	$100.00	$0.00	$0.00	$0.00	$20.00	$3.00	$17.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00
Audited by KC 2/28/2023	**$5,287.00**	$55.00	**$51.96**	**$3.04**	$2,017.00	**$190.00**	**$1,827.00**	$320.00	**$180.00**	**$140.00**	$50.00	**$30.00**	**$20.00**	**$50.00**

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

DATE March 1, 2023 2896
29-7/213

PAY TO THE ORDER OF Mollie Collins, Supervisor $ 4835.04

Four Thousand, Eight Hundred Thirty Five 04/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue February 2023

Dwight M. Mills
Town Clerk

Mobile Deposit Safe Details on back

⑈002896⑈ [redacted] [redacted]

RESOLUTION NO. 119.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 59.23 adopted on January 11, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements))."

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $415,000.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to help fund the continued improvements to Sewer District 7 Extension 2; and

WHEREAS, the Town of Rotterdam has also received two proposals from Prime AE Group of New York, Inc. to conduct leak detection work and valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 for a total cost of $136,700.00; and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $136,700.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to complete the proposed work for Water Districts 3 and 4;

WHEREAS, in light of the need to fund these important improvement projects in the Town of Rotterdam, the Town Board determines it to be appropriate to amend Resolution 296.21 accordingly; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements), and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00 paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2), and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 paid from line W38310 4850 (Water District 3, Engineering Consultant).

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	Account No.	Title	Amount
General	A 909	FROM: Fund Balance	-$415,000.00
General	A 909	FROM: Fund Balance	-$136,700.00
H131 Carman Rd SD7 Ext 2		INTO: Capital Project	+$415,000.00
Water Dist. 3	SW3 909	INTO: Fund Balance	+$136,700.00

SECTION 3. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 2, 2023
TO:	Town Board
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	To Amend Resolution 296.21, Relating to the use of ARPA Funds
TOWN BOARD MEETING:	March 8, 2023
Background Information:	The federal government allotted the Coronavirus Local Fiscal Relief Funds in the American Rescue Plan Act (ARPA) to local governments in order to assist their recovery from the impacts caused by the global pandemic caused by the corona virus COVID 19.
Evaluation/Analysis:	Under the final rule for use of ARPA Funds, a recipient may use funds for Projects or Activities of the type that meet the eligibility requirements of Section 603(c) of the Federal Water Pollution Control Act (33 USC 1383 (c)), which includes municipal construction of publicly owned "Treatment Works" as defined under 33 USC 1292. "Treatment Works" is defined under 33 USC 1292 as, in relevant part, "any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage including, sewage collect systems.
Recommendation(s):	Use ARPA funds (line A 4989 4989 00 (Fed Aid)) for use in support of 2023 expenses outside of the initial budget with expenditures designating improvements to Sewer District 7 Extension 2 ($415,000.00 paid to the Capital Project account (Carmen Road SD7 Ext2) and to fund leak detection work, values/hydrant assessments, lead service/pine inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4, paid to line W38310 4850 (Water District 3 Engineering Consultant).

Attachment/Document(s): Certified Resolution 59.23

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 59.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AMEND RESOLUTION NO. 296.21 RELATING TO USE OF ARPA FUNDS

WHEREAS, by Resolution No. 214.21 adopted on August 11, 2021, the Town Board voted in favor of authorizing the then-Town Supervisor to enter into a lease agreement with ViaPort Rotterdam, located at 93 West Campbell Road, 12306, for the lease of office space; and

WHEREAS, on or about November 2, 2021, the then-Town Supervisor executed a certain Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and the Town of Rotterdam (hereinafter, the "Lease Agreement"); and

WHEREAS, by Resolution No. 296.21, the Town Board resolved as follows:

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements)), and to begin rehabilitation of the former Kmart space to enable consolidating the Town offices, court facilities, and Police Department ($1,000,000 paid from line A 1620 4900 (Bldg Repairs))."

WHEREAS, the designation in Resolution No. 296.21 to use $1,000,000 in ARPA funds to rehabilitate the former Kmart space to enable consolidating the Town offices, court facilities, and Police Department was made in connection and with reference to the Lease Agreement; and

WHEREAS, by Resolution No. 237.22 adopted on August 3, 2022, the Town Board found and determined that the Lease Agreement and deposit of funds as security thereunder were not properly authorized; and

WHEREAS, on August 4, 2022, and pursuant to the authority and direction of Resolution No. 237.22, written demand was made to Via Port, through its counsel, for return of the Town funds that had been deposited as security under the Lease Agreement; and

WHEREAS, on September 30, 2022, Via Port, through its counsel, notified counsel for the Town that Via Port viewed Resolution No. 237.22 as constituting a default of the Town's obligations under the Lease Agreement, setting forth that the terms of the Lease Agreement

provided a remedy for such alleged default in the form of payment of a lump sum amount equal to the Base Rent and Additional Rent which would have been payable thereunder by the Town (had the Lease Agreement not been terminated) for the full lease term of 10 years; and

WHEREAS, by Resolution 300.22, the Town Board authorized execution of a settlement agreement resolving all claims by and between the Town and Via Port relating to the dispute concerning the Lease Agreement; and

WHEREAS, such settlement agreement provided, among other things, for the Town to recover from Via Port $1,000,000 in ARPA funds that had been deposited by the Town with Via Port pursuant to the Lease Agreement; and

WHEREAS, on October 28, 2022, Via Port returned to the Town the $1,000,000 in ARPA funds in accordance with the settlement agreement; and

WHEREAS, in light of the return of the $1,000,000 in ARPA funds and the termination of the subject Lease Agreement, the Town Board determines it to be appropriate to amend Resolution 296.21 accordingly; **NOW**,

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements))."

SECTION 2. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022

Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the CWSRF for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the DWSRF for a full list of eligibilities.

RESOLUTION NO. 120.23

A SECOND SUPPLEMENTAL BOND RESOLUTION FOR THE SEWER DISTRICT NO. 7 EXTENSION NO. 2 PROJECT

WHEREAS, on September 13, 2019 the Town Board adopted a bond resolution entitled:

> A RESOLUTION AUTHORIZING THE CONSTRUCTION AND INSTALLATION OF A' CAPITAL PROJECT FOR SEWER DISTRICT NO. 7, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $2,132,000 OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT-TO THE LOCAL FINANCE LAW-TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

(the "Bond Resolution"); and

WHEREAS, on that date the Town Board adopted the Bond Resolution (1) the maximum estimated cost of the undertaking of the Project was estimated to equal an amount not to exceed $2,578,000 and (2) the Town determined pursuant to the State Environmental Quality Review Act ("SEQR") that the undertaking of the construction and installation of a capital project for Sewer District No. 7 constitutes an "Unlisted Action" (as said quoted term is defined in the Regulations) under SEQR and that the undertaking of such capital project for the Sewer District No. 7 will not have a significant adverse impact on the environment and, accordingly, the Town has issued a negative declaration with respect to the undertaking of the capital project; and

WHEREAS, on December 1, 2021 the Town Board adopted a supplemental bond resolution entitled:

> SUPPLEMENTAL BOND RESOLUTION SEWER DISTRICT NO. 7 EXTENSION NO. 2 PROJECT

(the "Supplemental Bond Resolution""); and

WHEREAS, on that date the Town Board adopted the Supplemental Bond Resolution modifying the Bond resolution by (1) increasing the maximum estimated cost of the undertaking of the Project to equal an amount not to exceed $3,111,000 and (2)) modifying the SEQRA provision contained in the Bond Resolution; and

WHEREAS, since the date of the Supplemental Bond Resolution, the Town Board has received additional information and revised cost estimates which indicate that the maximum estimated cost of the Project will be an amount not to exceed $3,526,000; and

WHEREAS, the Town Board desires to amend the Bond Resolution for the purpose of modifying the SEQRA provision contained in the Bond Resolution to confirm the Town board complied with the requirements of SEQRA by separate resolution; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among other things, that any bond resolution adopted by the finance board of a municipality contain

a statement of the maximum estimated cost of the object or purpose for which obligations are being authorized and the plan for the financing of such maximum estimated cost; and

WHEREAS, the Town Board desires to amend the Bond Resolution for the purpose of (A) increasing the maximum estimated cost of the Project, and (B) modifying the SEQRA provision contained in the Bond Resolution; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of the Bond resolution is hereby amended as follows:

> SECTION 1. The Town is hereby authorized to undertake the construction and installation of a capital project for Sewer District No. 7, as described as follows: the extension of the current Sewer District No. 7 south along Cat-man Road in the Town of Rotterdam, New York, such extension to include the construction of additional sewer mains and wastewater collection systems, together with necessary site work and the acquisition and installation of equipment, machinery and apparatus, and the acquisition of any related land and rights of way for the foregoing purpose. The maximum cost of said purpose will not exceed $3,526,000.

SECTION 2. Section 12 of the Bond Resolution is amended to read as follows:

> By separate resolution, the Town Beard has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the Project by issuing a negative declaration determining that the Project will not have a significant adverse impact on the environment.

SECTION 3. The Bond Resolution adopted by the Town Board on September 13, 2019, as amended by the Supplemental Bond Resolution and this second Supplemental Bond Resolution, shall otherwise remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed;

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

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

> (B) 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

(2) Said obligations are authorized in violation of the provisions of the Constitution of New York State.

SECTION 5. This resolution shall take effect immediately upon its adoption and is not subject to permissive referendum pursuant to Section 35.00b.(2) of the Local Finance Law.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 2, 2023
TO:	Town Board
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Authorization of increase ($415,000.00) in total project cost stated in Resolution 295.21, Via a second supplemental Bond Resolution for Sewer District No. 7 Extension No. 2.
TOWN BOARD MEETING:	March 8, 2023
Background Information:	The Town Board adopted a bond resolution authorizing the issuance of $2,132,000.00 serial bonds to pay the cost of Capital Improvements for the Sewer District No. 7 Extension No. 2 project for an amount not to exceed $2,578.000.00 on September 13, 2019. On December 1, 2021, the Town Board adopted a supplemental bond resolution increasing the total project cost from $2,578,000.00 to $3,111,000.00. The Town was notified by their engineering consultant LaBella of additional project costs of $415,000.00 to close out the project and to adopt a supplemental bond resolution increasing the total project cost from $3,111,000.00 to $3,526,000.00. The additional project costs of $415,000.00 are funded utilizing ARPA Funds to be approved by Town Board resolution.
Evaluation/Analysis:	An authorization of an additional $415,000.00 increasing the total project cost of Sewer District No. 7 Extension No. 2 from $3,111,000.00 to $3,526,000.00.
Recommendation(s):	Adopt a Bond resolution for the additional $415,000.00 using ARPA Funds.

Attachment/Document(s):	Resolution 295.21. Email with Joe Lanaro of LaBella dated 1/24/23.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Charles Jack Dodson

From: Lanaro, Joe <jlanaro@LaBellaPC.com>
Sent: Tuesday, January 24, 2023 11:13 AM
To: Mollie Collins; Charles Jack Dodson
Cc: Adams, Richard; Connors, Mike; Lanaro, Joe
Subject: RE: SD#7Ext#2 General Contract Change Order#2
Attachments: 31892.01 Hamburg Street Dst 7 Carmen Road EXT 2 Keller and Sons Change Order #2 1.23.2023 - partial signed.pdf; 20230123145319634.pdf

Resending Construction Contract Change Order #2 with the previously referenced invoice from the City (also attached).

To aid in discussion , please recall that this expense (invoiced by the City) would come from the sewer project funds but note that we have two separate projects being administered under the current contracts...one for SD#7 improvements which come from the SD#7 district funding sources and one for SD#7Ext#2 that has its source of funds (please note that in the future this will be irrelevant when the district and the extensions are consolidated).

This invoice would be applied to the SD#7Ext#2 source of funds...but we have to commit additional funds to cover it...referring back to our July 14, 2022 summary of project costs/funding sources...we need additional funds to be committed to the project to cover items that would come from project contingency, as the current contingency has been committed to the previously approved change order for the work at the Sunoco site...at this time that would include:

This dewatering cost charged by the City accepting the discharge = $29,231.90

The construction contract change order for Keller (CO#2) = $296,719.00

Our Additional Professional Services (proposal dated January 20, 2023 submitted at capital projects) = $87,855.00

This would be an increase in the total project cost of $413, 805.90 or rounded to $415,000.00.

The Town will need to first commit to using American Rescue Funds (or another source of funds) to cover this increase in project costs by resolution, increase total project costs stated in resolution 295.21 via second supplemental bond resolution sewer district no. 7 – extension no. 2 project from $3,111,000 to $3,526,000.00, then process change orders in the construction and professional services change orders and apply funds to the district to cover the three additional cots noted above.

The Town may want to pay this invoice from another source on a temporary basis and then reimburse the source once the funding process outlined above is completed (e.g. it will take some time to have these resolutions developed and acted on).

It is noted that once the project is completed, there will be a need for additional change orders, but they will be in the form of reductions in contract costs and related to reduced costs in the field order lines of each contract (GC and EC contracts)...it is noted that these could be in the order of $30,000 from the EC and $100,000 from the GC (reducing the final total project costs at the end of the project, final disposition of the funds TBD).

Please also note that once the above has been resolved, we will need to provide the EFC with copies of executed resolutions and agreements. The increased projects costs will be submitted for consideration for purpose of maximizing the WIIA grant disbursement. We do note that much of this increase related to dewatering under Keller's contract was executed by Keller resources and therefore a MWBE waiver will be needed to consider these funds. Once resolved, we

will coordinate with Keller relative to their respective waiver request. We believe the circumstances are unique and related to changed conditions which will be a consideration for the waiver request.

We can review this in more detail if needed. Please advise and we can coordinate a conference call or participate in a meeting at Town Hall.

Please call or email if there are any comments or questions. Upon board action and acceptance, please return a fully executed copy for administration with the contractor.

Respectfully,

Joe

Joseph M. Lanaro, PE, M.ASCE
LaBella Associates | Vice President, Civil Division, Municipal Discipline Leader

518-273-0055 office
518-266-7305 direct
518-469-0322 cell
JLanaro@LaBellaPC.com

From: Lanaro, Joe <jlanaro@LaBellaPC.com>
Sent: Tuesday, January 24, 2023 8:47 AM
To: mcollins@rotterdamny.org; cjdodson@rotterdamny.org
Cc: Lanaro, Joe <jlanaro@LaBellaPC.com>; Adams, Richard <radams@LaBellaPC.com>; Connors, Mike <mconnors@LaBellaPC.com>
Subject: SD#7Ext#2 General Contract Change Order#2

Attached please find the change order discussed on Friday last week. The Change Order includes the backup information regarding the cost reported for the "changed condition" relating to dewatering efforts and the resolution to the negotiated price as noted and included in the change order.

We also received an email from the Town regarding the sewer bill from the City and provided additional information regarding project budget and procedure anticipated. We can review this in more detail if needed. Please advise and we can coordinate a conference call or participate in a meeting at Town Hall.

Please call or email if there are any comments or questions. Upon board action and acceptance, please return a fully executed copy for administration with the contractor.

Respectfully,

Joe

Joseph M. Lanaro, PE, M.ASCE
LaBella Associates | Vice President, Civil Division, Municipal Discipline Leader

518-273-0055 office
518-266-7305 direct
518-469-0322 cell
JLanaro@LaBellaPC.com

RESOLUTION NO. 295.21

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, December 1, 2021 at 5:30 p.m., the following resolution was duly adopted:

SUPPLEMENTAL BOND RESOLUTION
SEWER DISTRICT NO. 7 – EXTENSION NO. 2 PROJECT

A meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York (hereinafter called the "Town") was convened in public session at the John F. Kirvin Government Center, 1100 Sunrise Boulevard located in the Town of Rotterdam, New York on Wednesday, December 1, 2021 at 5:30 o'clock p.m., local time.

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

PRESENT:

Steven Tommasone	Town Supervisor
Evan Christou	Deputy Supervisor
Joseph Guidarelli	Councilmember
Samantha Miller-Herrera	Councilmember
Stephen Signore	Councilmember

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by **CHRISTOU**, seconded by **GUIDARELLI**, to wit;

SUPPLEMENTAL BOND RESOLUTION DATED DECEMBER 1, 2021

A RESOLUTION AMENDING CERTAIN TERMS OF A BOND RESOLUTION DATED SEPTEMBER 13, 2019 RELATING TO THE UNDERTAKING OF THE CONSTRUCTION AND INSTALLATION OF A CAPITAL PROJECT FOR SEWER DISTRICT NO. 7.

WHEREAS, on September 13, 2019 the Town Board adopted a bond resolution entitled:

A RESOLUTION AUTHORIZING THE CONSTRUCTION AND INSTALLATION OF A CAPITAL PROJECT FOR SEWER DISTRICT NO. 7, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $2,132,000 OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

(the "Bond Resolution"); and

WHEREAS, on the date the Town Board adopted the Bond Resolution (1) the maximum estimated cost of the undertaking of the Project was estimated to equal an amount not to exceed $2,578,000 and (2) the Town determined pursuant to the State Environmental Quality Review Act ("SEQR") that the undertaking of the construction and installation of a capital project for Sewer District No. 7 constitutes an "Unlisted Action" (as said quoted term is defined in the Regulations) under SEQR and that the undertaking of such capital project for the Sewer District No. 7 will not have a significant adverse impact on the environment and, accordingly, the Town has issued a negative declaration with respect to the undertaking of the capital project; and

WHEREAS, since the date of the Bond Resolution, the Town Board has received additional information and revised cost estimates which indicate that the maximum estimated cost of the Project will be an amount not to exceed $3,111,000; and

WHEREAS, the Town Board desires to amend the Bond Resolution for the purpose of modifying the SEQRA provision contained in the Bond Resolution to confirm the Town board complied with the requirements of SEQRA by separate resolution; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among other things, that any bond resolution adopted by the finance board of a municipality contain a statement of the maximum estimated cost of the object or purpose for which obligations are being authorized and the plan for the financing of such maximum estimated cost; and

WHEREAS, the Town Board desires to amend the Bond Resolution for the purpose of (A) increasing the maximum estimated cost of the Project, and (B) modifying the SEQRA provision contained in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Bond Resolution is hereby amended as follows:

(A) Section 1 of the Bond Resolution is amended to read as follows:

SECTION 1. The Town is hereby authorized to undertake the construction and installation of a capital project for Sewer District No. 7, as described as follows: the extension of the current Sewer District No. 7 south along Carman Road in the Town of Rotterdam, New York, such extension to include the construction of additional sewer mains and wastewater collection systems, together with necessary site work and the acquisition and installation of equipment, machinery and apparatus, and the acquisition of any related land and rights of way for the foregoing purpose. The maximum cost of said purpose will not exceed $3,111,000.

(B) Section 12 of the Bond Resolution is amended to read as follows:

SECTION 12. By separate resolution, the Town Board has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the Project by issuing a negative declaration determining that the Project will not have a significant adverse impact on the environment.

SECTION 2. The Bond Resolution adopted by the Town Board on September 13, 2019, as amended by this Supplemental Bond Resolution, shall otherwise remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

SECTION 3. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

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

(b) 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

(2) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 4. This resolution shall take effect immediately upon its adoption and is not subject to permissive referendum pursuant to Section 35.00b.(2) of the Local Finance Law.

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

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

Steven Tommasone	VOTING _____
Evan Christou	VOTING _____
Samantha Miller-Herrera	VOTING _____
Joseph Guidarelli	VOTING _____
Stephen Signore	VOTING _____

The foregoing resolution was thereupon declared duly adopted.
DATED: December 1, 2021

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

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Town of Rotterdam, New York (hereinafter called the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board; and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Town Board held on the 1st day of December, 2021 and entitled:

A RESOLUTION AMENDING CERTAIN TERMS OF A BOND RESOLUTION DATED SEPTEMBER 13, 2019 RELATING TO THE UNDERTAKING OF THE CONSTRUCTION AND INSTALLATION OF A CAPITAL PROJECT FOR SEWER DISTRICT NO. 7.

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Town Board was present throughout said meeting, and a legally sufficient number of members (2/3 of the Town Board) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 2 day of December, 2021.

TOWN OF ROTTERDAM
Schenectady County, NY

Diane M. Marco
Town Clerk
Town of Rotterdam

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **December 1, 2021** and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this **December 2, 2021.**

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 121.23

AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AMENDMENT TO AN ENGINEERING CONSULTANT AGREEMENT WITH LABELLA

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 amendment to a professional engineering agreement with LaBella, located at 4 British American Boulevard Latham, NY 12110, for additional scope of services relating to the dewatering of the Sewer District No. 7, Extension 2 (Carmen Road project), for a lump sum not to exceed eighty-seven thousand eight hundred fifty-five and 00/100 ($87,855.00) dollars.

SECTION 2. This resolution shall become effective March 8 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	February 27, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Additional Professional Services- Sewer District No. 7 Ext. 2 (Carman Road)
TOWN BOARD MEETING:	March 8, 2023
Background Information:	LaBella is the Engineering Consultant for the Carman Road Sewer 7 Ext. 2 project. LaBella is submitting a modification to their original engineering agreement for Sewer 7 Ext. 2.
Evaluation/Analysis:	Labella provided a professional services modification proposal for additional Construction Administration and Observation services in support of the on-going construction phase engineering services for Sewer District 7 Extension 2.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with LaBella for an amount not to exceed $87,855.
Attachment/Document(s):	LaBella proposal dated January 20, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

LaBella
Powered by partnership.

January 20, 2023

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

Re: Proposal for Additional Professional Services
Hamburg Street Sewer District No. 7, Extension No. 2 (Carman Road)
Town of Rotterdam, Schenectady County, New York
LaBella Project #: 31892.01

Dear Supervisor Collins and Town Board:

The LaBella Companies (LaBella) is pleased to provide this professional services modification proposal associated with Sewer District #7 Extension #2. The professional services modification proposal includes additional Construction Administration and Observation services in support of the on-going construction for Extension No. 2. Over the past couple of months, at the Capital Projects meeting, LaBella has informed the Town that the original proposal for Construction Administration and Observation would not be sufficient based on multiple factors, which are described below in the Project Understanding section. At this time our original budget is near exhausted and as such, we are requesting authorization of associated services as further described below.

Please find below, our current project understanding as it relates to this professional services modification, along with an associated scope of services.

PROJECT UNDERSTANDING

1. The general contractor has used multiple crews for various portions of the project over the current extents of the project schedule. This has required LaBella to staff the project with multiple full-time inspectors based on the NYS DOT PERM 36 (consultant inspection agreement) requirements and requirements for certification of completed works. Multiple inspectors were not included in our fee as defined in the original August 19, 2019 proposal for professional services. Additionally, there were several occasions throughout the project where the general contractor exercised longer days to facilitate work in the right-of-way, again, not contemplated or included in our original fee.

2. The Carman Road Pump Station and select areas of gravity main/manhole installation has required additional dewatering due to unforeseen groundwater conditions (claimed and observed along Carman Road). This has required additional assistance with establishing dewatering locations as well as additional efforts to observe and document conditions

related to these claimed changed conditions, which was not contemplated or included in the original August 19, 2019 proposal for professional services.

3. The project schedule has not changed, and work is still contemplated through the remain contract schedule this summer (remaining work at the pump station location and on the Motel site, as well as site restoration items this spring and final installation and commissioning of the generators when furnished this summer).

Scope of Services

The following represents the scope of work we believe is required to complete the project based upon the remaining work and the current schedule for completion. Please note that task numbering identified herein follows, sequentially, task numbers previously established as part of this project as identified in our initial services contract.

SCOPE OF SERVICES

Task 16 – Additional Construction Administration and Observation Services

LaBella will continue to provide full-time construction observation services to observe the quality of work and verify general conformance with the Contract Documents and NYS DOT PERM 36. Daily Inspection Reports will be produced, and the Town of Rotterdam and the contractor will be notified of any noted deficiencies immediately.

Based on the contractor's proposed schedule as of January 18, 2023, we anticipate the project will require continued construction administration through the remainder of the contract schedule as well as one full-time inspector and one part-time inspector. Based on the contractor's daily schedule to-date, we anticipate the full-time inspector will require 45 hours per week and the part-time inspector will require 12 hours per week for a period of fifteen (15) weeks. The full-time inspector will be billed at $73/hour and the part-time inspector will be billed at $131/hour.

The total fee for this additional task is $87,855 (includes an additional $1,000 per week for 15 weeks related to administration).

Limitations

This proposal includes the cost for only those services specifically outlined above. Additional items not addressed as part of this proposal include but are not limited to the contract schedule extending beyond the limits set forth in the construction contract agreements, or services required to settle the claimed changed conditions, if not negotiated and included in an executed contract change order (e.g., litigation support).

Substantive Revisions

This Scope of Services was developed based on known conditions of the project as of the date of this proposal. Should conditions change that effect the scope, schedule, or fee so described above, LaBella will prepare a technical service change order for your review and will commence work upon receipt of an executed copy of same.

Professional Services Fee Schedule

Task 16 will be billed on a time and materials basis per footnote 1 of the August 19, 2019 original proposal. Invoices will continue to be issued monthly for all services performed during that month and are payable upon receipt.

Agreement

As formal authorization to proceed, please sign and date the authorization below and return a copy for our files. If you have any questions or require additional information, please contact me at (518)266-7305.

Sincerely,

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

cc: File

Authorization to Proceed:

_____ _____

Authorized Representative — Date
Town of Rotterdam

RESOLUTION NO. 122.23

AUTHORIZE CHANGE ORDER NO. 2 WITH WM. J. KELLER & SONS FOR DEWATERING OF THE SEWER DISTRICT NO. 7 EXTENSION NO. 2 PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 2 with WM. J. Keller & Sons, located at 1435 Route 9, Castleton, New York 12033, for the purposes of dewatering high ground water for the Sewer District No. 7, Extension No. 2 Carman Road project, for an increase in the amount of two hundred ninety six thousand seven hundred nineteen and 00/100 ($296,719.00) dollars, for a total contract amount not to exceed two million nine hundred fourteen thousand twenty seven and 00/100 ($2,914,027.00) dollars.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	February 24, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #2- WM. J. Keller and Sons - Carman Road Sewer 7 Ext. 2 Project
TOWN BOARD MEETING:	March 8, 2023
Background Information:	The Town entered into a Construction Contract with WM. J. Keller and Sons for the Sewer District No. 7 Extension No. 2 Sewer Project along Carmen Road. The contractor encountered unforeseen dewatering conditions that resulted in significant additional costs to excavate, dewater and install sewer mains and a sewage lift station.
Evaluation/Analysis:	LaBella and WM. J. Keller and Sons tracked the additional time and material for the out-of-scope work and negotiated a settlement for $296,719.00.
Recommendation(s):	Authorize the Supervisor to execute a change order with WM. J. Keller and Sons for an amount not to exceed $296,719.00.
Attachment/Document(s):	LaBella proposal dated January 23, 2023.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

LaBella
Powered by partnership.

Attachment Summary

Date: January 23, 2023

Project: Sewer District #7, Extension #2 Carman Road
Town of Rotterdam, Schenectady County, New York
LaBella Project #CZ31892.01

Attachments:

1. Keller and Sons Proposal and T&M tickets
2. Labella T&M Tracking spreadsheet

Summary: Based upon the information attached and subsequent discussions on 1/20/2023; The agreed amount related to the claimed changed conditions associated with dewatering requirements in support of the reference project is $296,719.00. Acceptance of this change order is in satisfaction of the conditions claimed as changed.

CHANGE ORDER NO.: 02

Owner: Town of Rotterdam	Owner's Project No.:
Engineer: Labella Associates	Engineer's Project No.: 31892.01
Contractor: W.M.J Keller and Sons Construction Corporation	Contractor's Project No.:
Project: Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road	
Contract Name: Same	
Date Issued: January 23, 2023	Effective Date of Change Order: Jan 23, 2023

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

Description:

W.M.J Keller submitted a proposal for the Changed Condition _ High Ground Water found from New PS to SMH-10 to SMH 7 along the Carman Road Gravity Sewer. The attached T&M tickets were used to track actual costs associated with completing the Dewatering task.

Attachments:

W.M.J Keller and Sons dewatering proposals and backup. Included Labella dewatering cost tracker spreadsheet with comments.

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 2,491,286.00	Original Contract Times-Milestone 1: Substantial Completion: 145 Ready for final payment: 159 Original Contract Times-Milestone 2: Substantial Completion: 290 Ready for final payment: 304
Change from previously approved Change Orders $ 126,022.00	Change from previously approved Change Orders Milestone 1 Substantial Completion: 0 Ready for final payment: 0 Change from previously approved Change Orders Milestone 2 Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 2,617,308.00	Contract Times prior to Change Order: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Contract Times prior to Change Order: Milestone 2 Substantial Completion: 290 Ready for final payment: 304
Increase this Change Order: $ 296,719.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment: 0

EJCDC® C-941, Change Order.
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Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Milestone 1
	Substantial Completion: 145
	Ready for final payment: 159
	Contract Times with all approved Change Orders:
	Milestone 2
	Substantial Completion: 290
$ 2,914,027.00	Ready for final payment: 304

Recommended by Engineer (if required)	Authorized by ~~Owner~~ Contractor
By:	Wm. J Keller & Sons Construction Corp.
Title: JOSEPH M. LANNO, PE VICE PRESIDENT	James Phillips Vice President
Date: LANGAN ASSOCIATES, DPC 01/23/2023	January 23rd, 2023
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

EJCDC® C-941, Change Order.
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Main Office | 1435 Route 9 | Castleton, NY 12033 | (518) 732-7782
Heavy & Highway | Utility Contractors | Site Development
www.wmjkellerandsons.com

"We Move the Earth"

October 4th, 2022

REV. 1

LaBella Associates
4 British American Blvd
Latham, NY 12110

Re: Hamburg Street Sewer District Extension #2 Carman Road

Attn: Richard Adams, PE
Senior Civil Engineer

Dear Mr. Adams,

Based on your response to RFI # 10 we performed test pits and soil borings to further identify the dewatering task at hand. Keller had Lyon drilling perform the following borings. B-1 and B-2 were performed at the wet well to identify water level, soil particle size and ground water pressure via the piezometer. B-3 was performed at SMH-10 and B-4 was performed at SMH-21. Lyon drilling report identifies hydrostatic conditions on three of the four reports. They also used bentonite to hold it down due to the running sands. Due to this geotechnical condition, we were unable to price the correct dewatering procedures at bid time. If we were to dewater the excavation and not address the underlying pressure the structures and pipe will eventually settle and subside. We've also attached the recommendations and pre-bid information from Keller North America. In our perspective we priced what was provided at bid time, the ground water conditions have certainly changed since the ATL report of 1/16/20. There was no possible way to know the extent of dewatering on this project. As stated to Mike Connors, we carried $ 38,429 dollars in dewatering based on the information provided at bid time. Based on conversations between myself and Mike Connors we should track additional dewatering costs on a daily basis to protect both Keller and Town of Rotterdam regarding additional costs at hand. The timing and water volume on this overall operation is known at this time.

Topic Area 1: SMH-7 to SMH-9

1. ATL subsurface conditions do not mention or identify soil conditions that would require significant dewatering at P-6, P-8, P-9.
2. Additional cost to dewater this area: $ 121,722
    a. If discharging on west side of Carman rd. isn't an option, additional fees may apply to discharge down the forcemain.

Topic Area 2: Wet well to SMH-10

1. ATL subsurface conditions do not mention or identify soil conditions that would require well point dewatering at SMH-10 per P-14
2. Wet well ATL B-1 shows water at -23' and Labella plan sheet C136 shows "approximate groundwater"
3. Keller B-1 and B-2 showing hydrostatic conditions at 18-20'
4. Additional cost to dewater SMH-10
5. Additional cost to depressurize the hydrostatic zone: $ 161,448
    a. Based on number of days and water flow anticipated by soil borings

Topic Area 3: SMH-21 to SMH-20

1. ATL subsurface conditions properly identify the dewatering task at hand

Cost implications:

1. Soil borings and soil analytics: $ 13,549
2. SMH-7 to SMH-9 dewatering: $ 121,722
3. Wet well to SMH-10: $ 161,448

Main Office | 1435 Route 9 | Castleton, NY 12033 | (518) 732-7782
Heavy & Highway | Utility Contractors | Site Development
www.wmjkellerandsons.com

"We Move the Earth"

Thank you,

Jameson Phillips

Jameson Phillips
Vice President

Item:	DEWATER SMH-10 TO WW	Unit of Measure:	LS
Description:	DEWATER SMH-10 TO WET WELL	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	304.00
Hours per Day:	8	Man-Hours per Unit:	304.0000
Alternate:		Units / MH:	0.0033

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
DEWATER SMH-10 TO WW	DEWATER SMH-10 TO WET WELL	LS	1.00	0.20 (D)	5.00

Cost Detail for Item DEWATER SMH-10 TO WW

R	Code	Description	QTY	U/M	Factor	Rate	Cost
Z	Z	--- WELL POINT DEWATERING AROUND SMH-10 AND WW ---					
Z	Z	--- WELL POINT DEWATERING: 193 LF OF 8" GRAVITY SEWER MAIN ---					
Z	Z	--- FIGURE BROKEN UP INTO TWO SECTIONS: 1 DAY INSTALL, .5 DAY MAINTENANCE, 1 DAY REMOVAL = 2.5 DAY X 2 SEGMENTS = 5 DAYS ---					
L	CARMSUPER	CARMAN RD SUPERINTENDENT	1.00		5.00	834.08	4,170.40
L	CARMOP	CARMAN OPERATOR	1.00		5.00	735.04	3,675.20
L	CARMOP	CARMAN OPERATOR	1.00		5.00	735.04	3,675.20
L	CARMLAB	CARMAN LABORER	1.00		5.00	577.20	2,886.00
L	CARMLAB	CARMAN LABORER	1.00		5.00	577.20	2,886.00
E	CAT328	CAT 328 EXCAVATOR	1.00		5.00	800.00	4,000.00
E	WA 320	KOMATSU WA320 LOADER	1.00		5.00	400.00	2,000.00
Z	Z	--- 300 LF / POINT EVERY 5 LF = 60 EA (1 TRUCK LOAD EVERY 20 POINTS) = 3 LOADS ---					
M	WASHEDSAN	WASHED SAND	3.00	EA	1.00	450.00	1,350.00
Z	Z	--- MONTHLY RENTAL ? ---					
R	8"WELLPOI	8" WELL POINT PUMP	2.00		1.00	3,304.80	6,609.60
R	JETPUMP	JET PUMP	1.00		1.00	3,240.00	3,240.00
Z	Z	--- FILTER SET: 350-400 HRS: 2 EA ---					
L	MECHANIC	CARMAN RD - MECHANIC	1.00		1.00	640.00	640.00
E	SHOPTRUCK	SHOP MECHANIC TRUCK	1.00		1.00	400.00	400.00
O	WRITEIN	PUMP FILTER SET	2.00	EA	1.00	560.00	1,120.00
Z	Z	--- 2.63 GAL/HR X 1.5 PUMPS (1 IS MAIN, 1 IS STANDBY) X 24 HRS/DAY = 95 GAL/DAY X 20 WORKING DAYS = 1.900 GAL ---					
Z	Z	--- JET PUMP: 2.5 GAL/HR X 8 HR X 2 DAYS = 40 GAL ---					
M	DIESEL	DIESEL FUEL	1,940.00	GAL	1.00	5.50	10,670.00
R	FUELTANK	FUEL TANK 500-550 GAL WITH PUMP	1.00		1.00	972.00	972.00
O	WRITEIN	DELIVERY AND PICK-UP	2.00	EA	1.00	695.00	1,390.00
O	WRITEIN	ENVIRONMENTAL SURCHARGE	1.00	LS	1.00	100.00	100.00
Z	Z						
Z	Z	--- REMOBILIZE AND INSTALL ANOTHER SEGMENT ---					

S	WRITEIN	DEWATERING SUB	1.00	LS	1.00	15,631.00	15,631.00
Z	Z						
Z	Z	— 5 DAYS AT WET WELL, 5 DAYS AT WW TO SMH-10, 5 DAYS PRE-PUMPING, 3 DAYS AT SMH-10 WITH DRILL —					
O	WRITEIN	WATER DISCHARGE 465 GPM PER DAY	20.00	DAY	1.00	1,750.00	35,000.00
Z	Z						
Z	Z	— 4TH ST PUMP STATION BYPASS DUE TO INCREASE FLOWS —					
Z	Z	— SET-UP: 1 DAY, DISMANTLE: 1 DAY, CHECK ON AT VARIOUS TIMES: 1 DAY —					
L	CARMSUPER	CARMAN RD SUPERINTENDENT	1.00		3.00	834.08	2,502.24
L	CARMOP	CARMAN OPERATOR	1.00		3.00	735.04	2,205.12
L	CARMLAB	CARMAN LABORER	1.00		3.00	577.20	1,731.60
L	CARMLAB	CARMAN LABORER	1.00		3.00	577.20	1,731.60
E	WA 320	KOMATSU WA320 LOADER	1.00		3.00	400.00	1,200.00
R	WRITEIN	GODWIN DELIVERY AND PICK-UP	1.00	LS	1.00	1,000.00	1,000.00
Z	Z	— FUEL: 3 GAL/HR X 1.5 PUMPS = 4.5 GAL/HR X 24 HRS/DAY = 108 GAL/DAY X 20 WORKING DAYS = 2,160 —					
R	WRITEIN	GODWIN PUMP SYSTEM (ALARM, DUPLEX, FLOW METER)	4.00	WK	1.00	4,430.85	17,723.40
M	DIESEL	DIESEL FUEL	2,160.00	GAL	1.00	5.50	11,880.00
Z	Z						
O	15% OH&P	MARKUP AT 15%	140,389.36	LS	1.00	0.15	21,058.40
		Item Unit Cost: **161,447.76**				**Item Total Cost:**	**161,447.76**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	26,103.36	7,600.00	29,545.00	23,900.00	15,631.00	58,668.40
Unit:	26,103.36	7,600.00	29,545.00	23,900.00	15,631.00	58,668.40

Item:	DEWATER SMH-7 TO SMH-9	Unit of Measure:	LS
Description:	DEWATERING AT SMH-7 TO SMH-9	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	208.00
Hours per Day:	8	Man-Hours per Unit:	208.0000
Alternate:		Units / MH:	0.0048

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
DEWATER SMH-7 TO SMH-9	DEWATERING AT SMH-7 TO SMH-9	LS	1.00	0.20 (D)	5.00

Cost Detail for Item DEWATER SMH-7 TO SMH-9

R	Code	Description	QTY	U/M	Factor	Rate	Cost
Z	Z	--- WELL POINT DEWATERING AROUND SMH-7 TO SMH-9 ---					
Z	Z	--- WELL POINT DEWATERING: 414 LF OF 8" GRAVITY SEWER MAIN ---					
Z	Z	--- FIGURE BROKEN UP INTO TWO SECTIONS: 1 DAY INSTALL, .5 DAY MAINTENANCE, 1 DAY REMOVAL = 2.5 DAY X 2 SEGMENTS = 5 DAYS ---					
L	CARMSUPER	CARMAN RD SUPERINTENDENT	1.00		5.00	834.08	4,170.40
L	CARMOP	CARMAN OPERATOR	1.00		5.00	735.04	3,675.20
L	CARMOP	CARMAN OPERATOR	1.00		5.00	735.04	3,675.20
L	CARMLAB	CARMAN LABORER	1.00		5.00	577.20	2,886.00
L	CARMLAB	CARMAN LABORER	1.00		5.00	577.20	2,886.00
E	CAT328	CAT 328 EXCAVATOR	1.00		5.00	800.00	4,000.00
E	WA 320	KOMATSU WA320 LOADER	1.00		5.00	400.00	2,000.00
Z	Z	--- 414 LF / POINT EVERY 5 LF = 83 EA (1 TRUCK LOAD EVERY 20 POINTS) = 4.15 LOADS ---					
M	WASHEDSAN	WASHED SAND	4.50	EA	1.00	450.00	2,025.00
R	8"WELLPOI	8" WELL POINT PUMP	2.00		1.00	3,304.80	6,609.60
R	JETPUMP	JET PUMP	1.00		1.00	3,240.00	3,240.00
Z	Z	--- FILTER SET: 350-400 HRS: 2 EA ---					
L	MECHANIC	CARMAN RD - MECHANIC	1.00		1.00	640.00	640.00
E	SHOPTRUCK	SHOP MECHANIC TRUCK	1.00		1.00	400.00	400.00
O	WRITEIN	PUMP FILTER SET	2.00	EA	1.00	560.00	1,120.00
Z	Z	--- 2.63 GAL/HR X 1.5 PUMPS X 24 HRS/DAY = 95 GAL/DAY X 20 WORKING DAYS = 1,900 GAL ---					
Z	Z	--- JET PUMP: 2.5 GAL/HR X 8 HR X 2 DAYS = 40 GAL ---					
M	DIESEL	DIESEL FUEL	1,940.00	GAL	1.00	5.50	10,670.00
R	FUELTANK	FUEL TANK 500-550 GAL WITH PUMP	1.00		1.00	972.00	972.00
O	WRITEIN	DELIVERY AND PICK-UP	2.00	EA	1.00	695.00	1,390.00
O	WRITEIN	ENVIRONMENTAL SURCHARGE	1.00	LS	1.00	100.00	100.00
Z	Z						
S	WRITEIN	DEWATERING SUB INITIAL MOB AND SET-UP	1.00	LS	1.00	32,255.00	32,255.00
Z	Z	--- REMOBILIZE AND INSTALL ANOTHER SEGMENT ---					

S	WRITEIN	DEWATERING SUB		1.00	LS	1.00	15,631.00	15,631.00
Z	Z							
Z	Z	--- 5 DAYS AT WET WELL, 5 DAYS AT WW TO SMH-10, 5 DAYS PRE-PUMPING, 3 DAYS AT SMH-10 WITH DRILL ---						
Z	Z	--- ADDITIONAL PUMPS / HOSES / ETC... ---						
O	WRITEIN	DISCHARGE ONTO NEIGHBOR PROPERY OR BASEBALL FIELD?		1.00	LS	1.00	7,500.00	7,500.00
Z	Z							
O	15% OH&P	MARKUP AT 15%		105,845.40	LS	1.00	0.15	15,876.81
		Item Unit Cost:	**121,722.21**			**Item Total Cost:**		**121,722.21**

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	17,932.80	6,400.00	10,821.60	12,695.00	47,886.00	25,986.81
Unit:	17,932.80	6,400.00	10,821.60	12,695.00	47,886.00	25,986.81

Jameson Phillips

From: Kaiser, Joshua <jkaiser@keller-na.com>
Sent: Wednesday, July 20, 2022 10:31 AM
To: Jameson Phillips; Chris Hayes
Subject: FW: Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road project

Good morning Jameson,

Following up on our email exchange from yesterday, yes, Keller North America did review the Carman Road project at bid time for Wm J. Keller. The bid documents indicated that approximately 1 to 2 feet of groundwater would be encountered for the wet well excavation. Keller North America recommended addressing any groundwater encountered within the excavation to be handled with sumping by your forces, as 1 to 2 feet of groundwater control is within the common range of sumping methods and does not require predrainage. This recommendation was conveyed over the phone to Chris Hayes in your office.

Moving forward, we recommend that at least one boring be completed at the wet well to a depth of 60 feet or the bottom of the sand aquifer, whichever is deeper. Multiple soil samples below the groundwater table should be collected and sieve tested for grain size distribution.

Once we receive this additional data, Keller North America can provide a recommended scope and price for a dewatering system to address the wet well and SMH-22 excavation.

Please let me know if you have any questions.

Joshua Kaiser, P.E. Senior Engineer
Keller – North America
t: 973-400-3671
m: 973-796-8494

From: Chris Hayes <chayes@wjkeller.com>
Sent: Tuesday, March 9, 2021 3:50 PM
Subject: Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road project

Good afternoon,

Please provide a quote for the Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road project.

Use the link below to access plans and specs:

https://drive.google.com/drive/folders/1wdKuwTkdoPEs1w7LdCZPlLetp-n1ZOT3?usp=sharing

Project is prevailing wage and tax exempt.

Quotes are due by COB 3/11.

Thank you,

Chris Hayes
Assistant Project Manager / Estimator
Wm. J. Keller & Sons Construction
D: (518) 732-1071

Jameson Phillips

From: Kaiser, Joshua <jkaiser@keller-na.com>
Sent: Monday, July 18, 2022 5:54 PM
To: Jameson Phillips; Chris Hayes
Subject: RE: Carman road sewer

Good evening Jameson,

Thank you for having me up to the site on Friday. I have summarized our discussion and Keller North America's recommendations below:

The project documents indicate that at the area of the wet well and SMH-22, groundwater varies from EL 325 to EL 326. This is based on the groundwater level reading recorded during the completion of Boring B-1 and is shown on the profile drawing C136. The next two closest borings are P-24 and P-23 which are located approximately 150 feet and 350 feet to the north of the wet well, respectively and show the groundwater rising to EL 337 at the further boring. When evaluating the need for dewatering, the closest boring to your current excavation indicates that no groundwater should be encountered for the SMH-22 manhole and approximately 1 to 2 feet of groundwater would be encountered for the wet well excavation. Keller North America recommended addressing any groundwater encountered within the excavation to be handled with sumping by your forces, as 1 to 2 feet of groundwater control is within the common range of sumping methods and does not require predrainage.

You have conveyed that you encountered groundwater approximately 7 feet higher than shown in Boring B-1 which corresponds to approximately EL 333. The higher groundwater level presents the following challenges:

- Sumping in the sand conditions at the site is generally limited to approximately 3 feet of drawdown. Greater drawdowns require predrainage which is accomplished with wells or wellpoints which intercept the groundwater prior to it entering the excavation (sumps can only pump water after it has entered the excavation). If predrainage methods are not utilized, sloughing of the excavation will occur as well as the migration of fines and boiling/heaving of the excavation bottom due to an upward gradient of the water under the excavation.
- Increased pumping rates. Drawdown and pump rates are approximately linear, meaning that 7 feet of drawdown requires seven times more pumping volume than 1 foot of drawdown. When there is a limited capacity to discharge the groundwater as is present at the site, this can create extremely expensive problems to dispose of the water. If adequate disposal capacity cannot be found, alternate construction methods such as working in the wet or groundwater cutoff measures may need to implemented. Both of these methods are significantly more expensive than traditional excavation with dewatering methods.

Moving forward Keller recommends the installation of a well or wellpoint dewatering system to address the greater drawdown needs. This assumes that adequate disposal location for the groundwater needed to be pumped. Based on your field observations, we anticipate the required pumping rate will be 1.5 to 2 times greater than pumping capacity already established with your dewatering system. The current borings do not indicate the depth to the bottom of the aquifer. In order to better determine the scope of the dewatering required, we recommend completing a minimum of two deep borings extending to the bottom of the sand aquifer to establish design parameters for the dewatering system. The borings should be constructed into monitoring wells. One boring should be located at the wet well and the second near Boring P-24 to determine if the groundwater level is higher than previously measured at that area of site. If the water level is higher than previously mentioned, additional borings and test pits should be completed moving further away from the wet well to define the scope of work needing dewatering beyond the limits of sumping. If the borings are not completed, Keller North America can design and install a dewatering system, but the system may be less cost effective than if the addition information is collected due to not being able to accurately estimate the pumping

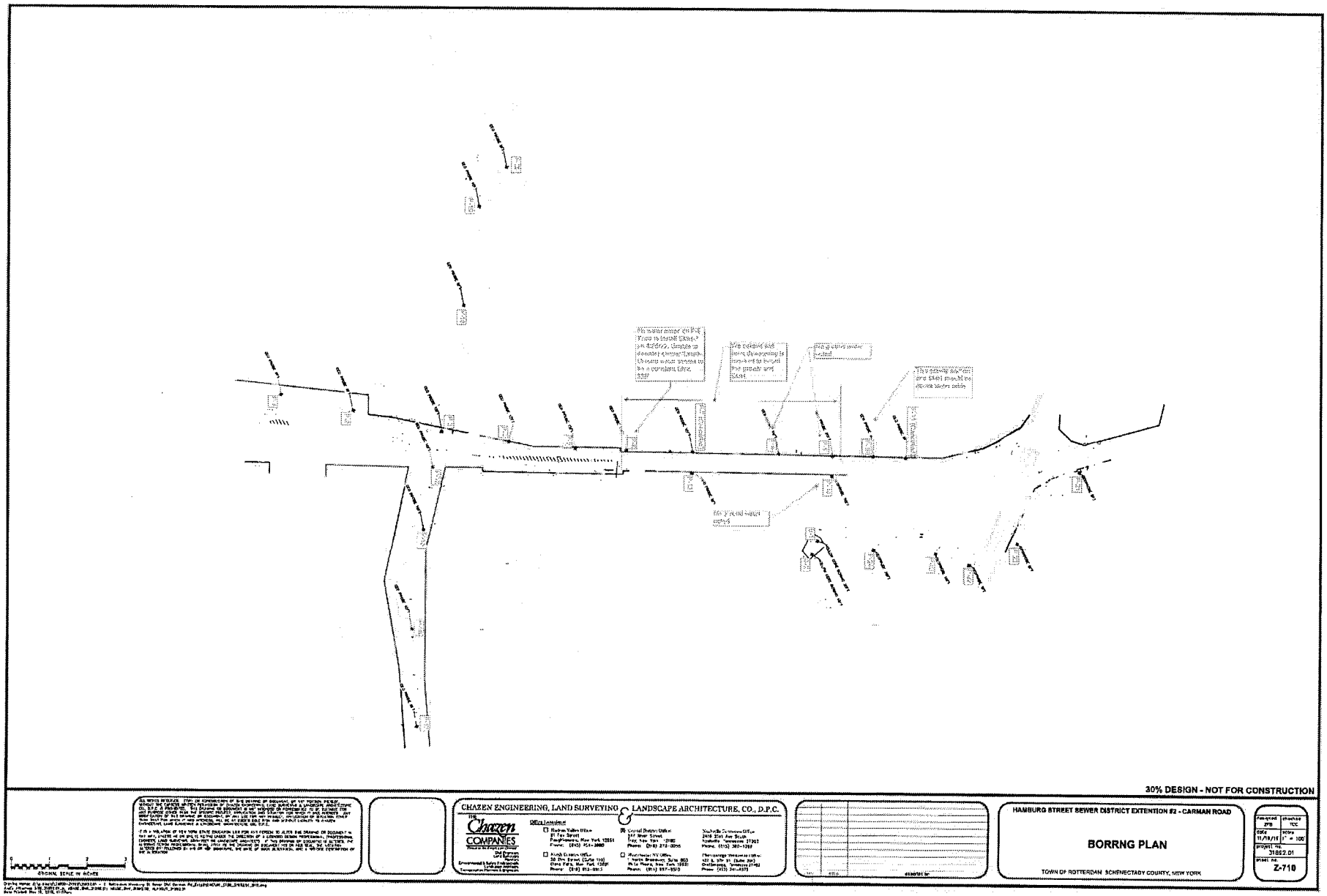
effort required or the optimal depth to install wells/wellpoints, both of which are dependent on the depth to the bottom of the aquifer.

If adequate disposal points for a dewatering system cannot be located, discussion on completing the work in the wet with tremie slabs or groundwater cutoff methods such as soil mixing or jet grouting can be discussed. The downside of these alternates is that they can result with significant costs.

Please let me know if you have any questions. If needed, I can take part in a call with the owner or engineer.

Best regards,

Joshua Kaiser, P.E. Senior Engineer
Keller – North America
t: 973-400-3671
m: 973-796-8494


30% DESIGN - NOT FOR CONSTRUCTION
CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE, CO., D.P.C.
HAMBURG STREET SEWER DISTRICT EXTENTION #2 - CARMAN ROAD
BORRNG PLAN
TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK
Z-710

Client: WILLIAM J. KELLER & SONS CONSTRUCTION CORP.
Project:
Location: 3083 CARMAN RD, ROTTERDAM, NY

LYON DRILLING CO.
BORING LOG

Boring No.: B1 at WW
Project No.: 2206
Sheet: 1 of 1
Date Started: 08/20/22
Date Completed: 08/20/22
Driller: HARRY LYON

Drill Rig: CME 55
Casing: 3 1/4 I.D. HSA
Casing Hammer: Wt. ____ lb. Fall ____ in.
Soil Sampler: 2" SPLIT SPOON
Sample Hammer: Wt. 140 lb. Fall 30 in.
Rock Sampler:
Other: 1" PVC PIEZOMETER .010 SLOT SCREEN, 3" ROLLER BIT
Weather Conditions: 80 SUNNY

Boring Location: AS STAKED, BY CLIENT
Surface Elevation:

Ground Water Observations

Date	Time	Casing at	Hole at	Water at
08/20/22	11:15 AM	13.5	16.0	11.8
08/20/22	4:30 PM	49.0	51.0	*14.3
08/26/22	2:00 PM	PIEZ.	50.0	11.4

Depth	Sample Number	Sample Depth From (Ft)	Sample Depth To (Ft)	Sample Type	SOIL Blows on Sampler 0'/0.5'	0.5'/1.0'	1.0'/1.5'	1.5'/2.0'	N	Rock Recovery Ft.	Rock Recovery %	RQD	Sample Recovery	MATERIAL DESCRIPTION	Depth of Change	REMARKS
														MOIST BROWN LOOSE FINE SAND. TRACE SILT		SET 1" PIEZOMETER AT 50.0' SCREEN 40-50' SAND PACK TO 38 BENTONITE SEAL TO 36'
5																
	1	9.0	11.0	S	4	8	7	7	15				1.1		10.0	
10														SATURATED BROWN FIRM FINE SAND. LITTLE SILT	12.0	
														SIMILAR LOOSE		
	2	14.0	16.0	S	4	4	4	5	8				1.5			
15																HYDROSTATIC CONDITIONS BELOW 18.0'
															18.0	
	3	19.0	21.0	S	3	4	5	5	9				1.6	GRADES TO SATURATED BROWN LOOSE FINE SAND. TRACE SILT		*WATER ADDED TO BORING DURING DRILLING
20																
	4	24.0	26.0	S	1	2	3	4	5				1.7			
25																
	5	29.0	31.0	S	2	2	3	3	5				1.7			
30																
	6	34.0	36.0	S	1	2	2	2	4				1.5			
35																
	7	39.0	41.0	S	2	6	8	10	14				1.2		39.5	
40														GRADES TO SATURATED GREY FIRM FINE SAND		
	8	44.0	46.0	S	5	4	6	8	10				1.4			
45																
	9	49.0	51.0	S	5	8	12	12	20				1.1			
50														BORING TERMINATED AT 51.0		

7426 SHACKHAM ROAD TULLY, N.Y. PHONE (607)842-6580

Client WILLIAM J. KELLER & SONS CONSTRUCTION CORP.
Project
Location 3083 CARMAN RD, ROTTERDAM, NY

LYON DRILLING CO.
BORING LOG

Boring No. B2 - WW
Project No. 2206
Sheet 1 of 1
Date Started 08/25/22
Date Completed 08/25/22
Driller HARRY LYON

Drill Rig CME 55
Casing 3 1/4 I.D. HSA
Casing Hammer: Wt. ____ lb. Fall ____ in.
Soil Sampler 2" SPLIT SPOON
Sample Hammer: Wt. 140 lb. Fall 30 in.
Rock Sampler:
Other:

Weather Conditions: 80 SUNNY

Boring Location AS STAKED, BY CLIENT
Surface Elevation

Ground Water Observations

Date	Time	Casing at	Hole at	Water at
08/25/22	12:01 PM	13.5	16.0	12.2
08/25/22	4:15 PM	48.5	51.0	12.5
08/25/22	4:45 PM	OUT	14.5	10.5

Depth	Sample Number	Sample Depth From (Ft)	Sample Depth To (Ft)	Sample Type	SOIL Blows on Sampler 0'/0.5'	0.5'/1.0'	1.0'/1.5'	1.5'/2.0'	N	Rock Recovery Ft.	Rock Recovery %	RQD	Sample Recovery	MATERIAL DESCRIPTION	Depth of Change	REMARKS
														MOIST BROWN LOOSE FINE SAND		BENTONITE ADDED TO BORING
5																
	1	9.0	11.0	S	5	7	8	8	15				1.5		9.5	
10														WET BROWN FIRM FINE SAND, LITTLE SILT	12.0	
														SATURATED BROWN LOOSE FINE SAND TRACE SILT		
	2	14.0	16.0	S	WOH	1	1	3	2				1.4			
15																
	3	19.0	21.0	S	4	6	6	7	12				1.7			HYROSTATIC CONDITIONS BELOW 20'
20																
	4	24.0	26.0	S	2	3	5	5	8				1.7			
25																
	5	29.0	31.0	S	1	2	2	3	4				1.6			
30																
	6	34.0	36.0	S	3	5	5	6	10				1.8			
35																
	7	39.0	41.0	S	1	3	8	8	11				1.5		40.0	
40														SATURATED GREY FIRM FINE SAND		
	8	44.0	46.0	S	4	6	7	7	13				1.1			
45																
															48.0	
	9	49.0	51.0	S	8	10	10	12	20				1.1	SIMILAR FIRM		
50														BORING TERMINATED AT 51.0		

7426 SHACKHAM ROAD TULLY, N.Y. PHONE (607)842-6580

Client WILLIAM J. KELLER & SONS CONSTRUCTION CORP.
Project
Location 3085 CARMAN RD, ROTTERDAM, NY

LYON DRILLING CO.
BORING LOG

Boring No. B3 - SMH-21
Project No. 2206
Sheet 1 of 1
Date Started 08/25/22
Date Completed 08/26/22
Driller HARRY LYON

Drill Rig CME 55
Casing 3 1/4 I.D. HSA
Casing Hammer: Wt. ____ lb. Fall ____ in.
Soil Sampler 2" SPLIT SPOON
Sample Hammer: Wt. 140 lb. Fall 30 in.
Rock Sampler:
Other:
Weather Conditions: 75 OVERCAST

Boring Location AS STAKED, BY CLIENT BY PINE GROVE SIGN NEXT TO DRIVEWAY
Surface Elevation

Ground Water Observations

Date	Time	Casing at	Hole at	Water at
08/25/22	5:30 PM	8.5	11.0	9.3
08/26/22	9:30 AM	13.5	16.0	11.0
08/26/22	11:30 AM	39.0	41.0	11.3
08/26/22	12:00 PM	OUT	9.5	9.1

Depth	Sample Number	Sample Depth From (Ft)	Sample Depth To (Ft)	Sample Type	SOIL Blows on Sampler 0'/0.5'	0.5'/1.0'	1.0'/1.5'	1.5'/2.0'	N	Rock Recovery Ft.	Rock Recovery %	RQD	Sample Recovery	MATERIAL DESCRIPTION	Depth of Change	REMARKS
														TOPSOIL	0.4	BENTONITE ADDED TO BORING
5														MOIST BROWN LOOSE FINE SAND, TRACE SILT		
															9.0	
	1	9.0	11.0	S	2	1	2	2	3				1.7	SATURATED BROWN LOOSE FINE SAND SOME SILT		
10																
															14.0	HYDROSTATIC CONDITIONS BELOW 14'
	2	14.0	16.0	S	WOH	WOH	1	1					1.7	SATURATED BROWN LOOSE FINE SAND TRACE SILT		
15																
	3	19.0	21.0	S	1	2	3	3	5				1.8			
20																
	4	24.0	26.0	S	1	2	6	6	8				1.4			
25																
	5	29.0	31.0	S	5	8	6	7	14				1.0			
30																
	6	34.0	36.0	S	4	7	8	8	15				1.0		34.5	
35														SATURATED GREY FIRM FINE SAND		
	7	39.0	41.0	S	5	10	8	8	18				1.1			
40														BORING TERMINATED AT 41.0		
45																
50																

7426 SHACKHAM ROAD TULLY, N.Y. PHONE (607)842-6580

Client WILLIAM J. KELLER & SONS CONSTRUCTION CORP.
Project
Location 3085 CARMAN RD, ROTTERDAM, NY

LYON DRILLING CO.
BORING LOG

Boring No. B4
Project No. 2206
Sheet 1 of 1
Date Started 08/26/22
Date Completed 08/26/22
Driller HARRY LYON

Drill Rig CME 55
Casing 3 1/4 I.D. HSA
Casing Hammer: Wt. ____ lb. Fall ____ in.
Soil Sampler 2" SPLIT SPOON
Sample Hammer: Wt. 140 lb. Fall 30 in.
Rock Sampler:
Other:
Weather Conditions: 75 T. STORMS

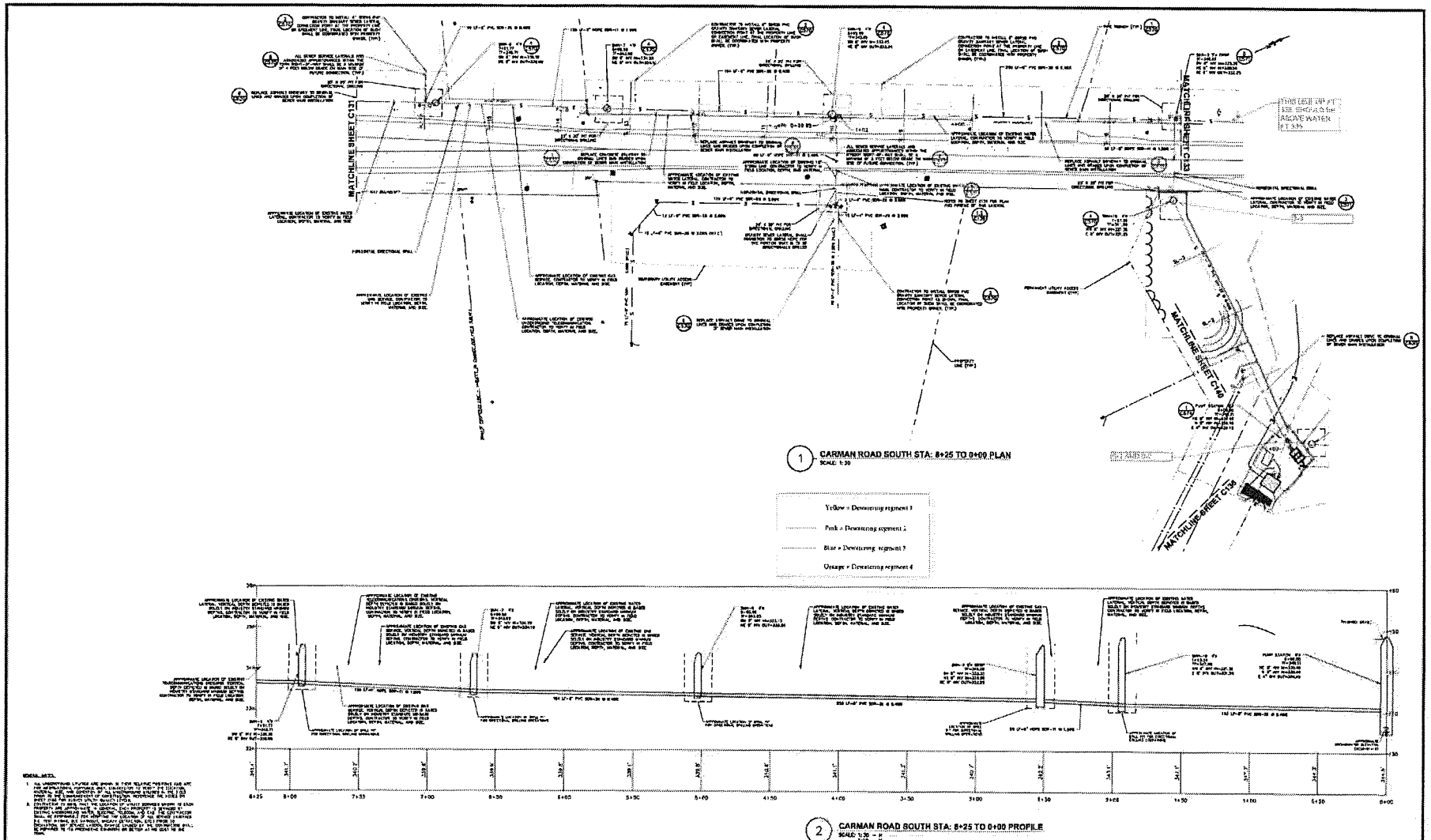
Boring Location AS STAKED, BY CLIENT BY SUPER 8 DRIVEWAY & KEY BANK
Surface Elevation

Ground Water Observations

Date	Time	Casing at	Hole at	Water at
08/26/22	2:30 PM	8.5	11.0	9.8
08/26/22	4:30 PM	49.0	51.0	13.7
08/26/22	5:15 PM	OUT	11.3	9.5

Depth	Sample Number	Sample Depth From (Ft)	Sample Depth To (Ft)	Sample Type	SOIL Blows on Sampler 0'/0.5'	0.5'/1.0'	1.0'/1.5'	1.5'/2.0'	N	Rock Recovery Ft.	Rock Recovery %	RQD	Sample Recovery	MATERIAL DESCRIPTION	Depth of Change	REMARKS
														MOIST BROWN LOOSE FINE SAND, TRACE SILT		
5																
															9.0	
	1	9.0	11.0	S	4	5	4	3	9				1.6	WET SATURATED BROWN LOOSE FINE SAND TRACE SILT		
10																
															13.0	DRILLS VERY EASILY AT 13.0'
	2	14.0	16.0	S	2	1	1	1	2				1.8	SATURATED BROWN LOOSE FINE SAND SOME SILT		
15																
															17.5	
	3	19.0	21.0	S	2	2	2	2	4				1.2	SATURATED BROWN LOOSE FINE SAND TRACE SILT	20.5	
20														SATURATED GREY LOOSE FINE SAND TRACE SILT		
	4	24.0	26.0	S	9	8	5	5	13				0.8			
25																
	5	29.0	31.0	S	3	6	11	16	17				1.0			AUGERS HARDER 30-31.5
30																
	6	34.0	36.0	S	2	5	5	7	10				1.0			
35																
															39.0	
	7	39.0	41.0	S	10	14	14	17	28				1.2	GRADES TO SATURATED GREY FIRM FINE SAND		
40																
	8	44.0	46.0	S	6	8	9	10	17				1.1			
45																
	9	49.0	51.0	S	10	14	15	17	29				1.3			
50														BORING TERMINATED AT 51.0		

7426 SHACKHAM ROAD TULLY, N.Y. PHONE (607)842-6580



1 CARMAN ROAD SOUTH STA: 8+25 TO 0+00 PLAN
SCALE: 1:30

2 CARMAN ROAD SOUTH STA: 8+25 TO 0+00 PROFILE
SCALE: 1:30 — H
1:10 — V

BID SET

ORIGINAL SCALE IN INCHES

CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE, CO., D.P.C.

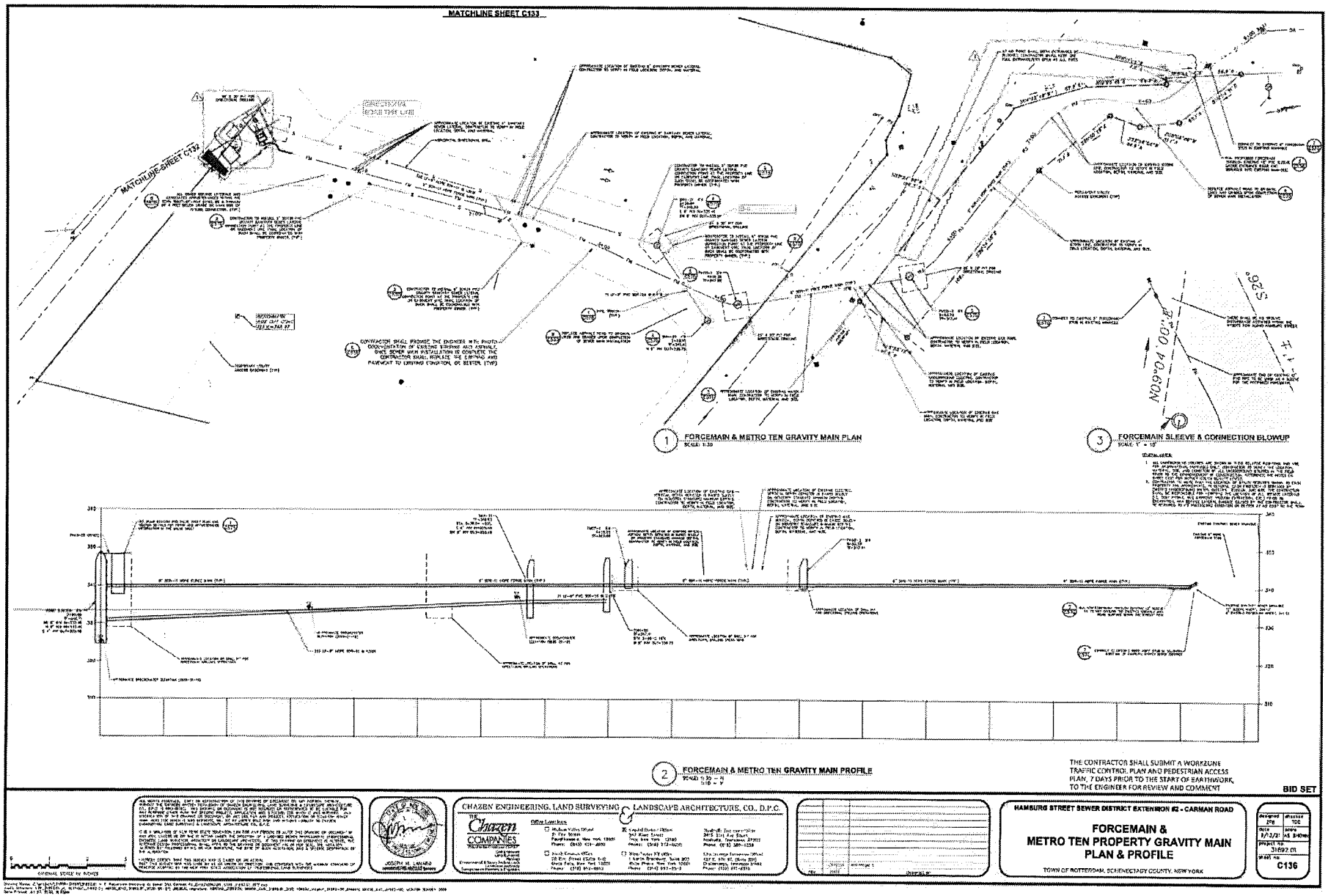
HAMBURG STREET SEWER DISTRICT EXTENSION #2 - CARMAN ROAD

CARMAN ROAD SOUTH
PLAN & PROFILE
STA: 8+25 TO 0+00

TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

designed	checked
DS	TDC
date	scale
9/13/21	AS SHOWN

project no.
31892.01
sheet no.
C132


MATCHLINE SHEET C133
MATCHLINE SHEET C132
1 FORCEMAIN & METRO TEN GRAVITY MAIN PLAN
SCALE: 1:30
2 FORCEMAIN & METRO TEN GRAVITY MAIN PROFILE
3 FORCEMAIN SLEEVE & CONNECTION BLOWUP
THE CONTRACTOR SHALL SUBMIT A WORKZONE TRAFFIC CONTROL PLAN AND PEDESTRIAN ACCESS PLAN, 7 DAYS PRIOR TO THE START OF EARTHWORK, TO THE ENGINEER FOR REVIEW AND COMMENT
BID SET
CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE, CO., D.P.C.
HAMBURG STREET SEWER DISTRICT EXTENSION #2 - CARMAN ROAD
FORCEMAIN & METRO TEN PROPERTY GRAVITY MAIN PLAN & PROFILE
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK
C136

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/3/2022	Monday	
Item No. or Description:	T&M: Start well points around wet well														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36	Concrete sand	54.00	$20.00		$ 1,080.00	CAT 325 Excavator	8.50	$95.00	$ 807.50
Jared F	Laborer	8.00	0.50	$ 72.15	$ 95.07	$ 624.74					$ -	F-350 Utility Truck	8.50	$38.00	$ 323.00
Kyle J	Laborer	8.00	0.50	$ 72.15	$ 95.07	$ 624.74					$ -	Mack Tri-axle Dumptruck	4.00	$60.00	$ 240.00
Megan R.	Operator	8.00	0.50	$ 91.88	$ 116.02	$ 793.05					$ -	Komatsu WA 320 Loader	1.00	$70.00	$ 70.00
Leroy W.	Teamster	4.00		$ 71.91	$ 88.90	$ 287.64					$ -	Kubota SVL 90 Track Skid Steer	8.50	$60.00	$ 510.00
						$ -					$ -	2000 Generator	5.00	$15.00	$ 75.00
						$ -					$ -				$ -
											$ -	2" pump and hoses	6.00	$10.00	$ 60.00
											$ -	McQuilkin Dewatering	1.00	$27,255.00	$ 27,255.00
						$ -					$ -				$ -
						$ -					$ -	United Rental pumps	1.00	$15,583.32	$ 15,583.32
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 3,297.52	Material Total:				$ 1,080.00	Equipment Total:			$ 17,668.82
Sub-Total						$ 27,255.00	5% OH&P				$ 28,618				
Keller Total =						$ 22,046	15% OH&P =				$ 25,353				
Grand Total:											$ 53,971				

Statement of Work Accomplished: T&M: Start well points around wet well

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/3/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	10/4/2022 Tuesday
Item No. or Description:	T&M: well points around wet well				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36
Jared F	Laborer	8.00	0.50	$ 72.15	$ 95.07	$ 624.74
Kyle J	Laborer	8.00	0.50	$ 72.15	$ 95.07	$ 624.74
Megan R.	Operator	8.00	0.50	$ 91.88	$ 116.02	$ 793.05
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 3,009.88

MATERIALS

Material	Quant.	Cost	Tax	Total
Concrete sand	18.00	$20.00		$ 360.00
8" x 6" reducer (Pratt)	1.00			$ -
6" valve (Pratt)	1.00			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ 360.00

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	8.00	$95.00	$ 760.00
F-350 Utility Truck	9.00	$38.00	$ 342.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	8.00	$60.00	$ 480.00
2000 Generator	6.00	$15.00	$ 90.00
			$ -
2" pump and hoses	6.00	$10.00	$ 60.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Equipment Total:			$ 1,732.00

Sub-Total	$ -	5% OH&P	$ -		
Keller Total =	$ 5,102	15% OH&P =	$ 5,867		
Grand Total:			$ 5,867		

Statement of Work Accomplished: T&M: well point around wet well

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/4/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/5/2022	Wednesday	
Item No. or Description:	T&M: Finish well points at wet well, set up 4th St bypass														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	0.00	$ 104.26	$ 133.28	$ 834.08					$ -	CAT 325 Excavator	8.00	$95.00	$ 760.00
Jared F	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	Komatsu WA 320 Loader	2.00	$70.00	$ 140.00
						$ -					$ -	Kubota SVL 90 Track Skid Steer	8.00	$60.00	$ 480.00
						$ -					$ -	2000 Generator	0.00	$15.00	$ -
						$ -					$ -				$ -
											$ -	Godwin 4th St Bypass	1.00	$5,989.31	$ 5,989.31
											$ -	Godwin 4" x 4" flange adapter	1.00	$72.00	$ 72.00
						$ -					$ -	Godwin 4th St Bypass alarms	1.00	$2,139.37	$ 2,139.37
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 2,723.52	Material Total:				$ -	Equipment Total:			$ 1,684.00
Sub-Total						$ 8,200.68	5% OH&P				$ 8,611				
Keller Total =						$ 4,408	15% OH&P =				$ 5,069				
Grand Total:											$ 13,679				

Statement of Work Accomplished: T&M: Finish well points at wet well, set up 4th St bypass

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 10/5/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/7/2022	Friday	
Item No. or Description:	T&M: Monitor dewatering														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	0.00	$38.00	$ -
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	2000 Generator	0.00	$15.00	$ -
						$ -					$ -				$ -
											$ -	Godwin 4th St Bypass - monitoring equipment	1.00	$85.73	$ 85.73
											$ -	Godwin 4th St Bypass - flowmeters	1.00	$3,032.64	$ 3,032.64
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
				Labor Total:		$ 2,951.87				Material Total:	$ -			Equipment Total:	$ 85.73
					Sub-Total	$ 3,118.37			5% OH&P		$ 3,274				
					Keller Total =	$ 3,038			15% OH&P	=	$ 3,493				
					Grand Total:						$ 6,768				

Statement of Work Accomplished: T&M: Monitor dewatering set-up, install flow meters

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 10/7/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/11/2022 Tuesday		
Item No. or Description:	T&M: Monitor dewatering														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	0.00	$38.00	$ -
Kyle J	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	2000 Generator	0.00	$15.00	$ -
						$ -					$ -				$ -
											$ -	Godwin 4th St Bypass - monitoring equipment	1.00	$0.00	$ -
											$ -		1.00	$0.00	$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 176.41	Material Total:				$ -	Equipment Total:			$ -
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 176	15% OH&P =				$ 203				
Grand Total:											$ 203				

Statement of Work Accomplished: T&M: Monitor dewatering set-up

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/11/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/12/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - adjust broken hose														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	6.00	$ 104.26	$ 133.28	$ 1,633.76					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	14.00	$38.00	$ 532.00
Kyle J	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	2000 Generator	0.00	$15.00	$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 3,713.34	Material Total:				$ -	Equipment Total:			$ 532.00
Sub-Total							$ -			5% OH&P		$ -			
Keller Total =							$ 4,245			15% OH&P =		$ 4,882			
Grand Total:												$ 4,882			

Statement of Work Accomplished: T&M: Dewatering - adjust broken hose

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 10/12/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	10/13/2022 Thursday
Item No. or Description:	T&M: Dewatering - adjust hose, pressure, meters				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36
Jared F	Operator	6.00	0.00	$ 91.88	$ 116.02	$ 551.28
Kyle J	Laborer	6.00	0.00	$ 72.15	$ 95.07	$ 432.90
Megan R.	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
Labor Total:						$ 2,623.81

MATERIALS

Material	Quant.	Cost	Tax	Total
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Material Total:				$ -

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	0.00	$95.00	$ -
F-350 Utility Truck	9.00	$38.00	$ 342.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
2000 Generator	0.00	$15.00	$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Equipment Total:			$ 342.00

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 2,966	15% OH&P =	$ 3,411
Grand Total:			$ 3,411

Statement of Work Accomplished: T&M: Dewatering - adjust hose, pressure, meters

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 10/13/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/14/2022 Friday		
Item No. or Description:	T&M: Dewatering - prep lot for discharge piping														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52					$ -	F-350 Utility Truck	4.00	$38.00	$ 152.00
Kyle J	Laborer	6.00	0.00	$ 72.15	$ 95.07	$ 432.90					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	8.00	$60.00	$ 480.00
						$ -					$ -	2000 Generator	0.00	$15.00	$ -
						$ -					$ -				$ -
											$ -	Kubota brush hog	8.00	$60.00	$ 480.00
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 1,506.06	Material Total:				$ -	Equipment Total:			$ 1,112.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 2,618	15% OH&P =				$ 3,011				
Grand Total:											$ 3,011				

Statement of Work Accomplished: T&M: Dewatering - prep lot for discharge piping

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/14/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/15/2022 Saturday		
Item No. or Description:	T&M: Dewatering - check meters and pumps														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 133.28	$ 266.56					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	2000 Generator	0.00	$15.00	$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 266.56	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 343	15% OH&P =				$ 394				
Grand Total:											$ 394				

Statement of Work Accomplished: T&M: Dewatering - check meters and pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/15/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	10/17/2022 Monday
Item No. or Description:	T&M: Dewatering - layout, dig trench across driveway, plate for well points				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg	Rates ($) O.T.	Total
Corey S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36
Jared F	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20
Megan R.	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27
Paul B	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 3,686.91

MATERIALS

Material	Quant.	Cost	Tax	Total
Construction fence	500.00	$0.40		$ 200.00
Fence posts	30.00	$12.00		$ 360.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ 560.00

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 70 Mini-Excavator	8.00	$55.00	$ 440.00
F-350 Utility Truck	9.00	$38.00	$ 342.00
Mack Tri-axle Dumptruck	3.00	$60.00	$ 180.00
Komatsu WA 320 Loader	1.00	$70.00	$ 70.00
Kubota SVL 90 Track Skid Steer	1.00	$60.00	$ 60.00
Road Saw	1.00	$35.00	$ 35.00
Corn-pro trailer	3.00	$20.00	$ 60.00
			$ -
8x20 road plate	8.00	$10.00	$ 80.00
8x20 road plate	8.00	$10.00	$ 80.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Equipment Total:	$ 1,187.00

Sub-Total	$ 80.00	5% OH&P	$ 84	
Keller Total =	$ 5,434	15% OH&P =	$ 6,249	
Grand Total:			$ 6,333	

Statement of Work Accomplished: T&M: Dewatering - layout, dig trench across driveway, plate for well points

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/17/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06					Owner:	Town of Rotterdam / LaBella				Date:	10/18/2022	Tuesday	
Item No. or Description:	T&M: Dewatering - well point SMH-7 to SMH-8, Maintain pumps													
LABOR						MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	8.00	2.00	$ 104.26	$ 133.28	$ 1,100.64	Concrete sand	72.00	$20.00		$ 1,440.00	CAT 325 Excavator	8.00	$95.00	$ 760.00
Jared F	Operator	8.00		$ 91.88	$ 116.02	$ 735.04	Orange fence	800.00	$0.40		$ 320.00	F-350 Utility Truck	10.00	$38.00	$ 380.00
Kyle J	Laborer	8.00	1.50	$ 72.15	$ 95.07	$ 719.81	Fence posts	60.00	$12.00		$ 720.00	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	2.00	$ 72.15	$ 95.07	$ 767.34					$ -	Komatsu WA 320 Loader	2.00	$70.00	$ 140.00
Paul B	Operator	3.00	0.00	$ 91.88	$ 116.02	$ 275.64					$ -	Kubota SVL 90 Track Skid Steer	9.00	$60.00	$ 540.00
Shane J	Laborer	0.00	1.00	$ 72.15	$ 95.07	$ 95.07					$ -	Road Saw	0.00	$35.00	$ -
						$ -					$ -	Corn-pro trailer	3.00	$20.00	$ 60.00
											$ -				$ -
											$ -	McQuilkin Dewatering 2nd mob	1.00	$15,631.00	$ 15,631.00
						$ -					$ -	McQuilkin Dewatering System 2	1.00	$5,644.00	$ 5,644.00
						$ -					$ -	McQuilkin Dewatering System 1	1.00	$5,644.00	$ 5,644.00
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 3,693.54	Material Total:				$ 2,480.00	Equipment Total:			$ 1,880.00
Sub-Total						$ 26,919.00	5% OH&P				$ 28,265				
Keller Total =						$ 8,054	15% OH&P =				$ 9,262				
Grand Total:											$ 37,527				

Statement of Work Accomplished: T&M: Dewatering - well point SMH-7 to SMH-8, Maintain pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 10/18/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/19/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - Swap pumps at 4th Street and wet well, well points installed at Carman Farms														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36			$20.00		$ -	CAT 325 Excavator	8.00	$95.00	$ 760.00
Jared F	Operator	8.00		$ 91.88	$ 116.02	$ 735.04	Orange fence	800.00	$0.40		$ 320.00	F-350 Utility Truck	9.00	$38.00	$ 342.00
Kyle J	Laborer	8.00	0.50	$ 72.15	$ 95.07	$ 624.74	Fence posts	40.00	$12.00		$ 480.00	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27					$ -	Komatsu WA 320 Loader	8.00	$70.00	$ 560.00
Mark	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	Kubota SVL 90 Track Skid Steer	8.00	$60.00	$ 480.00
Shane J	Laborer	8.00	0.50	$ 72.15	$ 95.07	$ 624.74					$ -	Road Saw	0.00	$35.00	$ -
Shawn V	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Corn-pro trailer	0.00	$20.00	$ -
Bruce V	Foreman	6.00	0.00	$ 104.26	$ 133.28						$ -				$ -
											$ -	United Rental - Fuel cell	1.00	$1,742.04	$ 1,742.04
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 4,936.38	Material Total:				$ 800.00	Equipment Total:			$ 3,884.04
Sub-Total							5% OH&P					$ -			
Keller Total =						$ 9,620	15% OH&P =					$ 11,063			
Grand Total:												$ 11,063			

Statement of Work Accomplished: T&M: Dewatering - Swap pumps at 4th Street and wet well, well points installed at Carman Farms

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/19/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	10/20/2022 Thursday
Item No. or Description:	T&M: Dewatering - finish up points SMH-8 to SMH-9				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	8.00	1.50	$ 104.26	$ 133.28	$ 1,034.00
Jared F	Operator	8.00	1.00	$ 91.88	$ 116.02	$ 851.06
Kyle J	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27
Megan R.	Laborer	8.00	1.50	$ 72.15	$ 95.07	$ 719.81
Shawn W	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 3,949.41

MATERIALS

Material	Quant.	Cost	Tax	Total
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				Material Total: $ -

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	5.00	$95.00	$ 475.00
F-350 Utility Truck	9.50	$38.00	$ 361.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	2.00	$70.00	$ 140.00
Kubota SVL 90 Track Skid Steer	8.00	$60.00	$ 480.00
Kobelco SK 140 Excavator	2.00	$80.00	$ 160.00
Kubota KX 121 Mini-Excavator	2.00	$50.00	$ 100.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			Equipment Total: $ 1,716.00

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 5,665	15% OH&P =	$ 6,515
Grand Total:			$ 6,515

Statement of Work Accomplished: T&M: Dewatering - finish up points SMH-8 to SMH-9, set pump, set-up discharge across road, road plate

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/20/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	10/21/2022 Friday
Item No. or Description:	T&M: Dewatering - adjust pumps, fuel cells, meter check				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	5.00	0.00	$ 104.26	$ 133.28	$ 521.30
Jared F	Operator	5.00	0.00	$ 91.88	$ 116.02	$ 459.40
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Laborer	5.00	0.00	$ 72.15	$ 95.07	$ 360.75
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 1,341.45

MATERIALS

Material	Quant.	Cost	Tax	Total
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	0.00	$95.00	$ -
F-350 Utility Truck	5.00	$38.00	$ 190.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 140 Excavator	0.00	$80.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Equipment Total:			$ 190.00

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 1,531	15% OH&P =	$ 1,761
Grand Total:			$ 1,761

Statement of Work Accomplished: T&M: Dewatering - adjust pumps, fuel cells, meter check

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/21/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/22/2022 Saturday		
Item No. or Description:	T&M: Dewatering - Check pumps, meter readings														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 133.28	$ 266.56					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 266.56	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total							$ -			5% OH&P		$ -			
Keller Total =							$ 343			15% OH&P =		$ 394			
Grand Total:												$ 394			

Statement of Work Accomplished: T&M: Dewatering - Check pumps, meter readings

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/22/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/23/2022 Sunday		
Item No. or Description:	T&M: Dewatering - Check pumps, meter readings														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	D.T.	Reg.	D.T.										
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 149.65	$ 299.30					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 299.30	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 375	15% OH&P =				$ 432				
Grand Total:											$ 432				

Statement of Work Accomplished: T&M: Dewatering - Check pumps, meter readings

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/23/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/24/2022 Monday		
Item No. or Description:	T&M: Dewatering - adjust pumps, fuel cells, meter check														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	2.00	2.00	$ 104.26	$ 133.28	$ 475.08					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	5.00	$38.00	$ 190.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 547.23	Material Total:				$ -	Equipment Total:			$ 190.00
Sub-Total							$ -		5% OH&P			$ -			
Keller Total =							$ 737		15% OH&P =			$ 848			
Grand Total:												$ 848			

Statement of Work Accomplished: T&M: Dewatering - adjust pumps, fuel cells, meter check

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/24/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/25/2022 Tuesday		
Item No. or Description:	T&M: Dewatering - adjust pumps, fuel cells, meter check														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	3.00	0.00	$ 91.88	$ 116.02	$ 275.64					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 484.16	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 560	15% OH&P =				$ 644				
Grand Total:											$ 644				

Statement of Work Accomplished: T&M: Dewatering - adjust pumps, fuel cells, meter check

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/25/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/26/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - adjust pumps, fuel cells, meter check														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	3.00	0.00	$ 104.26	$ 133.28	$ 312.78					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	3.00	$38.00	$ 114.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 384.93	Material Total:				$ -	Equipment Total:			$ 114.00
Sub-Total							$ -	5% OH&P			$ -				
Keller Total =							$ 499	15% OH&P =			$ 574				
Grand Total:											$ 574				

Statement of Work Accomplished: T&M: Dewatering - adjust pumps, fuel cells, meter check

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 10/26/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/27/2022 Thursday		
Item No. or Description:	T&M: Dewatering - swap pumps, meter check														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04					$ -	CAT 325 Excavator	2.00	$95.00	$ 190.00
Paul B	Operator	3.00	0.00	$ 91.88	$ 116.02	$ 275.64					$ -	F-350 Utility Truck	4.00	$38.00	$ 152.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Komatsu WA 320 Loader	1.00	$70.00	$ 70.00
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 981.28	Material Total:				$ -	Equipment Total:			$ 412.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 1,393	15% OH&P =				$ 1,602				
Grand Total:											$ 1,602				

Statement of Work Accomplished: T&M: Dewatering - swap pumps, meter check

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/27/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	10/28/2022 Friday
Item No. or Description:	T&M: Dewatering - check and adjust pumps, check meters				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52
Paul B	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 208.52

MATERIALS

Material	Quant.	Cost	Tax	Total
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	0.00	$95.00	$ -
F-350 Utility Truck	2.00	$38.00	$ 76.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 140 Excavator	0.00	$80.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Equipment Total:	$ 76.00

Sub-Total	$ -	5% OH&P	$ -	
Keller Total =	$ 285	15% OH&P =	$ 327	
Grand Total:			$ 327	

Statement of Work Accomplished: T&M: Dewatering - check and adjust pumps, check meters

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/28/2022
For Contractor Date

For Owner Date

177

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/29/2022 Saturday		
Item No. or Description:	T&M: Dewatering - Check pumps, alarms, broken pipe hose														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	0.00	8.00	$ 104.26	$ 133.28	$ 1,066.24					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Paul B	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 1,066.24	Material Total:				$ -	Equipment Total:			$ 304.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 1,370	15% OH&P =				$ 1,576				
Grand Total:											$ 1,576				

Statement of Work Accomplished: T&M: Dewatering - Check pumps, alarms, broken pipe hose

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/29/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	10/31/2022 Monday		
Item No. or Description:	T&M: Dewatering - Change hose, check pumps, adjustments														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Paul B	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Kyle J	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 280.67	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total							$ -			5% OH&P		$ -			
Keller Total =							$ 357			15% OH&P =		$ 410			
Grand Total:												$ 410			

Statement of Work Accomplished: T&M: Dewatering - Change hose, check pumps, adjustments

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 10/31/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	11/1/2022 Tuesday
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26
Paul B	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 176.41

MATERIALS

Material	Quant.	Cost	Tax	Total
				$ -
				$ -
				$ -

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/2/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	7.00	0.00	$ 104.26	$ 133.28	$ 729.82					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52					$ -	F-350 Utility Truck	7.00	$38.00	$ 266.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -	Godwin Service Call	1.00	$1,154.34	$ 1,154.34
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 1,010.49	Material Total:				$ -	Equipment Total:			$ 266.00
Sub-Total						$ 1,154.34	5% OH&P				$ 1,212				
Keller Total =						$ 1,276	15% OH&P =				$ 1,468				
Grand Total:											$ 2,680				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 11/2/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	11/3/2022 Thursday
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 208.52

MATERIALS

Material	Quant.	Cost	Tax	Total
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	0.00	$95.00	$ -
F-350 Utility Truck	2.00	$38.00	$ 76.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 140 Excavator	0.00	$80.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Equipment Total:			$ 76.00

Sub-Total	$ -	5% OH&P	$ -		
Keller Total =	$ 285	15% OH&P =	$ 327		
Grand Total:			$ 327		

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/3/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/4/2022	Friday	
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52					$ -	CAT 325 Excavator	5.00	$95.00	$ 475.00
Bruce V	Foreman	5.00	0.00	$ 104.26	$ 133.28	$ 521.30					$ -	F-350 Utility Truck	6.00	$38.00	$ 228.00
Chris W.	Laborer	5.00	0.00	$ 72.15	$ 95.07	$ 360.75					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	5.00	0.00	$ 72.15	$ 95.07	$ 360.75					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	5.00	0.00	$ 91.88	$ 116.02	$ 459.40					$ -	Kubota SVL 90 Track Skid Steer	1.00	$60.00	$ 60.00
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.50	$20.00	$ 10.00
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 1,910.72	Material Total:				$ -	Equipment Total:			$ 773.00
Sub-Total							$ -			5% OH&P		$ -			
Keller Total =							$ 2,684			15% OH&P =		$ 3,086			
Grand Total:												$ 3,086			

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/4/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/5/2022	Saturday	
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 133.28	$ 266.56					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 266.56	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 343	15% OH&P =				$ 394				
Grand Total:											$ 394				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 11/5/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/6/2022 Sunday		
Item No. or Description:	T&M: Dewatering - Check pumps, meter readings														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	D.T.	Reg.	D.T.										
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 149.65	$ 299.30					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 299.30	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 375	15% OH&P =				$ 432				
Grand Total:											$ 432				

Statement of Work Accomplished: T&M: Dewatering - Check pumps, meter readings

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/6/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/7/2022	Monday	
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 104.26	Material Total:				$ -	Equipment Total:			$ 38.00
Sub-Total							$ -	5% OH&P			$ -				
Keller Total =							$ 142	15% OH&P =			$ 164				
Grand Total:											$ 164				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION. I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 11/7/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/8/2022	Tuesday	
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 104.26	Material Total:				$ -	Equipment Total:			$ 38.00
Sub-Total							$ -			5% OH&P		$ -			
Keller Total =							$ 142			15% OH&P =		$ 164			
Grand Total:												$ 164			

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 11/8/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/9/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 104.26	Material Total:				$ -	Equipment Total:			$ 38.00
Sub-Total							$ -			5% OH&P		$ -			
Keller Total =							$ 142			15% OH&P =		$ 164			
Grand Total:												$ 164			

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 11/9/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/10/2022 Thursday		
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 208.52	Material Total:				$ -	Equipment Total:			$ 76.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 285	15% OH&P =				$ 327				
Grand Total:											$ 327				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/10/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/11/2022 Friday		
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 104.26	Material Total:				$ -	Equipment Total:			$ 38.00
Sub-Total							$ -	5% OH&P			$ -				
Keller Total =							$ 142	15% OH&P =			$ 164				
Grand Total:											$ 164				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/11/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/12/2022 Saturday		
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	0.00	3.00	$ 104.26	$ 133.28	$ 399.84					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Bruce V	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	F-350 Utility Truck	3.00	$38.00	$ 114.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shane V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 399.84	Material Total:				$ -	Equipment Total:			$ 114.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 514	15% OH&P =				$ 591				
Grand Total:											$ 591				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/12/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/15/2022 Tuesday		
Item No. or Description:	T&M: Dewatering - Adjust pumps, meter reading, check water level														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F.	Operator	1.00	0.00	$ 91.88	$ 116.02	$ 91.88					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Kyle J.	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Kobelco SK 115 Excavator	0.00	$70.00	$ -
Megan	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	1.00	$60.00	$ 60.00
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 444.70	Material Total:				$ -	Equipment Total:			$ 98.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 543	15% OH&P =				$ 624				
Grand Total:											$ 624				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, meter reading, check water level

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/15/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/16/2022 Wednesday		
Item No. or Description:	T&M: Dewatering - Adjust pumps, drill temporary pipe under Carman Rd														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	8.00	2.00	$ 104.26	$ 133.28	$ 1,100.64	8" HDPE Bypass pipe (Keller, 11/16/22-12/16/22)	400.00	$1.00		$ 400.00	Kobelco SK 70 Mini-Excavator	8.00	$55.00	$ 440.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	18.00	$38.00	$ 684.00
Kyle J.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Kobelco SK 115 Excavator	0.00	$70.00	$ -
Megan	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Bob S.	Foreman	8.00	2.00	$ 104.26	$ 133.28	$ 1,100.64					$ -	Kubota SVL 90 Track Skid Steer	3.00	$60.00	$ 180.00
Matt R	Laborer	8.00	2.00	$ 72.15	$ 95.07	$ 767.34					$ -	Kobelco SK 140 Excavator	3.00	$80.00	$ 240.00
Matt C	Laborer	8.00	1.00	$ 72.15	$ 95.07	$ 672.27					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Dan A	Operator	8.00	2.00	$ 91.88	$ 116.02	$ 967.08					$ -	Fusing Machine	10.00	$28.00	$ 280.00
Joe R.	Operator	8.00	2.00	$ 91.88	$ 116.02	$ 967.08					$ -	Vac truck	10.00	$175.00	$ 1,750.00
Thomas J.	Operator	4.00		$ 91.88	$ 116.02	$ 367.52					$ -	Vac trailer	4.00	$68.00	$ 272.00
						$ -					$ -	Peterilt 55TN Lowboy	4.00	$105.00	$ 420.00
						$ -					$ -	Mud truck #20	10.00	$65.00	$ 650.00
						$ -					$ -	HDD CS8	4.00	$250.00	$ 1,000.00
						$ -					$ -				$ -
											$ -	Well point system # 2 rental (11/16/22-12/14/22)	1.00	$5,644.00	$ 5,644.00
											$ -	United Rental - pumps	1.00	$10,625.04	$ 10,625.04
					Labor Total:	$ 7,832.01				Material Total:	$ 400.00			Equipment Total:	$ 16,541.04
					Sub-Total	$ 5,644.00			5% OH&P		$ 5,926				
					Keller Total =	$ 24,773			15% OH&P =		$ 28,489				
					Grand Total:						$ 34,415				

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, drill temporary pipe under Carman Rd

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/16/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/17/2022	Thursday	
Item No. or Description:	T&M: Dewatering - Adjust pumps, drill 2nd temporary pipe under Carman Rd														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	4.00	$ 104.26	$ 133.28	$ 1,367.20	8" FL adapter	2.00	$82.42		$ 164.84	Kobelco SK 70 Mini-Excavator	8.00	$55.00	$ 440.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	12.00	$38.00	$ 456.00
Kyle J.	Laborer	8.00	3.50	$ 72.15	$ 95.07	$ 909.95					$ -	Kobelco SK 115 Excavator	0.00	$70.00	$ -
Megan	Laborer	8.00	3.00	$ 72.15	$ 95.07	$ 862.41					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Bob S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Matt R	Laborer	8.00	3.50	$ 72.15	$ 95.07	$ 909.95					$ -	Kobelco SK 140 Excavator	8.00	$80.00	$ 640.00
Dan A.	Operator	8.00	3.00	$ 91.88	$ 116.02	$ 1,083.10					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Fusing Machine	11.00	$28.00	$ 308.00
						$ -					$ -	Vac truck	4.00	$175.00	$ 700.00
						$ -					$ -	Vac trailer	4.00	$68.00	$ 272.00
						$ -					$ -	Peterilt 55TN Lowboy	0.00	$105.00	$ -
						$ -					$ -	Mud truck #20	4.00	$65.00	$ 260.00
						$ -					$ -	HDD CS8	4.00	$250.00	$ 1,000.00
						$ -					$ -				$ -
											$ -	Godwin Service call	1.00	$1,056.87	$ 1,056.87
											$ -				$ -
					Labor Total:	$ 6,835.00				Material Total:	$ 164.84			Equipment Total:	$ 4,076.00
						Sub-Total	$ 1,056.87			5% OH&P		$ 1,110			
						Keller Total =	$ 11,076			15% OH&P	=	$ 12,737			
						Grand Total:						$ 13,847			

Statement of Work Accomplished: T&M: Dewatering - Adjust pumps, drill temporary pipe under Carman Rd

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 11/17/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/18/2022 Friday		
Item No. or Description:	T&M: Dewatering - Set-up bypass pipe from wet well to Carman Farms discharge														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	0.00	$ 104.26	$ 133.28	$ 834.08	8" EF coupling	4.00	$93.11		$ 372.44	Kobelco SK 70 Mini-Excavator	4.00	$55.00	$ 220.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04	8" 90 bend, DR-11	1.00	$139.00		$ 139.00	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20	8" 45 bend, DR-11	2.00	$139.00		$ 278.00	Kobelco SK 115 Excavator	0.00	$70.00	$ -
Megan	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20	8" Hymax	3.00	$511.07		$ 1,533.21	Komatsu WA 320 Loader	0.00	$70.00	$ -
Bob S.	Foreman	0.00	0.00	$ 104.26	$ 133.28	$ -					$ -	Kubota SVL 90 Track Skid Steer	2.00	$60.00	$ 120.00
Matt R	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kobelco SK 140 Excavator	4.00	$80.00	$ 320.00
Dan A.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
				Labor Total:		$ 2,723.52				Material Total:	$ 2,322.65			Equipment Total:	$ 964.00
						Sub-Total				5% OH&P		$ -			
						Keller Total =	$ 6,010			15% OH&P =		$ 6,912			
						Grand Total:						$ 6,912			

Statement of Work Accomplished: T&M: Dewatering - Set-up bypass pipe from wet well to Carman Farms discharge

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/18/2022
For Contractor Date

For Owner Date

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/18/2022 Friday		
Item No. or Description:	T&M: Dewatering - water discharge to City of Schenectady														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
						$ -	Water discharge	16023.00	$1.94		$ 31,084.62				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ -	Material Total:				$ 31,084.62	Equipment Total:			$ -
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 31,085	15% OH&P =				$ 35,747				
Grand Total:											$ 35,747				

Statement of Work Accomplished: T&M: Dewatering - water discharge to City of Schenectady

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/18/2022
For Contractor Date

For Owner Date

Carman Rd		
Bypass to 4th St P/S		
Date:	Gallons	
10/13/2022	319,700	
10/14/2022	446,800	
10/15/2022	523,400	
10/16/2022	512,700	
10/17/2022	583,500	
10/18/2022	145,300	
10/19/2022	-	
10/20/2022	-	
10/21/2022	441,600	
10/22/2022	553,900	
10/23/2022	84,800	
10/24/2022	-	
10/26/2022	526,900	
10/27/2022	462,300	
10/28/2022	453,100	
10/29/2022	401,800	
11/1/2022	559,100	
11/2/2022	426,700	
11/3/2022	423,400	
11/4/2022	388,300	
11/5/2022	481,100	
11/6/2022	384,700	
11/7/2022	329,800	
11/8/2022	382,400	
11/9/2022	530,700	
11/10/2022	152,700	
11/11/2022	543,800	
11/15/2022	696,200	
11/16/2022	515,300	
11/17/2022	398,000	
11/18/2022	317,300	
	11,985,300	***Gallon***
	1,602,313	***1 CF = 7.48 Gal***
	100	***Pricing is per 100 CF***
	16,023	***Cubic Feet***
	$ 1.94	***Price per CF***

	$ 31,037	***Total***

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/19/2022 Saturday		
Item No. or Description:	T&M: Dewatering - Hook up new pump, load pipe for bypass														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	0.00	6.00	$ 104.26	$ 133.28	$ 799.68	8" HDPE Bypass pipe (Keller, 11/16/22-12/16/22)	200.00	$1.00		$ 200.00				$ -
Mark	Operator	0.00	5.00	$ 91.88	$ 116.02	$ 580.10					$ -	F-350 Utility Truck	11.00	$38.00	$ 418.00
Kyle J.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kobelco SK 115 Excavator	0.00	$70.00	$ -
Megan	Laborer	0.00	6.00	$ 72.15	$ 95.07	$ 570.42					$ -	Komatsu WA 320 Loader	5.00	$70.00	$ 350.00
Bruce V	Foreman	0.00	5.00	$ 104.26	$ 133.28	$ 666.40					$ -	Peterilt 55TN Lowboy	1.00	$105.00	$ 105.00
Matt R	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -				$ -
Dan A.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -	Kobelco SK 350 Excavator	5.00	$150.00	$ 750.00
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 2,616.60	Material Total:				$ 200.00	Equipment Total:			$ 1,623.00
Sub-Total										5% OH&P		$ -			
Keller Total = $ 4,440										15% OH&P =		$ 5,106			
Grand Total:												$ 5,106			

Statement of Work Accomplished: T&M: Dewatering - Hook up new pump, load pipe for bypass

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/19/2022
For Contractor Date

For Owner Date

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/20/2022 Sunday		
Item No. or Description:	T&M: Dewatering - Check pumps, meter readings														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	D.T.	Reg.	D.T.										
Corey S.	Foreman	0.00	3.00	$ 104.26	$ 149.65	$ 448.95	1/4" x 25' fuel line	1.00			$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -	3/8" x 24' fuel line	1.00			$ -	F-350 Utility Truck	3.00	$38.00	$ 114.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Shawn W	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -				$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 448.95	Material Total:				$ -	Equipment Total:			$ 114.00
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 563	15% OH&P =				$ 647				
Grand Total:											$ 647				

Statement of Work Accomplished: T&M: Dewatering - Check pumps, meter readings

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/20/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/21/2022 Monday		
Item No. or Description:	T&M: Dewatering - Set-up 2nd bypass pipe from wet well to Carman Farms discharge														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	8.00	2.00	$ 104.26	$ 133.28	$ 1,100.64	8" EF Cap	2.00			$ -	Kobelco SK 70 Mini-Excavator	9.50	$55.00	$ 522.50
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	13.00	$38.00	$ 494.00
Kyle J.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Kobelco SK 115 Excavator	0.00	$70.00	$ -
Megan	Laborer	8.00	2.00	$ 72.15	$ 95.07	$ 767.34					$ -	Komatsu WA 320 Loader	3.00	$70.00	$ 210.00
Bob S.	Foreman	0.00	1.50	$ 104.26	$ 133.28	$ 199.92					$ -	Kubota SVL 90 Track Skid Steer	9.50	$60.00	$ 570.00
Matt R.	Laborer	0.00	1.50	$ 72.15	$ 95.07	$ 142.61					$ -	Kobelco SK 140 Excavator	4.00	$80.00	$ 320.00
Dan A.	Operator	0.00	1.50	$ 91.88	$ 116.02	$ 174.03					$ -	Peterilt 55TN Lowboy	4.00	$105.00	$ 420.00
Thomas J.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52					$ -	Fusing Machine	9.50	$28.00	$ 266.00
Matt C.	Laborer	8.00	1.50	$ 72.15	$ 95.07	$ 719.81					$ -				$ -
Kyle O.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -				$ -
Joe O.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 5,886.66	Material Total:				$ -	Equipment Total:			$ 2,802.50
Sub-Total							5% OH&P					$ -			
Keller Total = $ 8,689							15% OH&P =					$ 9,993			
Grand Total:												$ 9,993			

Statement of Work Accomplished: T&M: Dewatering - Set-up 2nd bypass pipe from wet well to Carman Farms discharge

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/21/2022
For Contractor Date

For Owner Date

201

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/22/2022 Tuesday		
Item No. or Description:	T&M: Dewatering - Finish 2nd bypass to Carman Farm														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	6.00	0.00	$ 104.26	$ 133.28	$ 625.56					$ -	Kobelco SK 70 Mini-Excavator	6.00	$55.00	$ 330.00
Jared F.	Operator	6.00	0.00	$ 91.88	$ 116.02	$ 551.28					$ -	F-350 Utility Truck	6.00	$38.00	$ 228.00
Kyle J	Laborer	6.00	0.00	$ 72.15	$ 95.07	$ 432.90					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	6.00	0.00	$ 72.15	$ 95.07	$ 432.90					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	2.00	$60.00	$ 120.00
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -	United Rental - pump	1.00	$6,609.60	$ 6,609.60
						$ -					$ -	United Rental - fuel cell	1.00	$991.44	$ 991.44
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ 2,042.64	Material Total:				$ -	Equipment Total:			$ 678.00
Sub-Total						$ 6,609.60	5% OH&P				$ 6,940				
Keller Total =						$ 2,721	15% OH&P =				$ 3,129				
Grand Total:											$ 10,069				

Statement of Work Accomplished: T&M: Dewatering - Finish 2nd bypass to Carman Farm

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/22/2022
For Contractor Date

For Owner Date

202

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/29/2022 Tuesday		
Item No. or Description:	T&M: Dewatering - Fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
						$ -	Diesel fuel 10/5/22	1.00	$2,274.13		$ 2,274.13				$ -
						$ -	Diesel fuel 10/5/22	1.00	$585.38		$ 585.38				$ -
						$ -	Diesel fuel 10/7/22	1.00	$1,671.57		$ 1,671.57				$ -
						$ -	Diesel fuel 10/14/22	1.00	$1,390.15		$ 1,390.15				$ -
						$ -	Diesel fuel 10/18/22	1.00	$2,291.92		$ 2,291.92				$ -
						$ -	Diesel fuel 10/21/22	1.00	$3,583.54		$ 3,583.54				$ -
						$ -	Diesel fuel 10/27/22	1.00	$2,703.10		$ 2,703.10				$ -
							Diesel fuel 11/4/22	1.00	$3,704.24		$ 3,704.24				$ -
							Diesel fuel 11/11/22	1.00	$4,512.23		$ 4,512.23				$ -
						$ -	Diesel fuel 11/22/22	1.00	$3,043.33		$ 3,043.33				$ -
						$ -	Diesel fuel 11/29/22	1.00	$1,930.08		$ 1,930.08				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
						$ -					$ -				$ -
											$ -				$ -
											$ -				$ -
Labor Total:						$ -	Material Total:				$ 27,689.67	Equipment Total:			$ -
Sub-Total						$ -	5% OH&P				$ -				
Keller Total =						$ 27,690	15% OH&P =				$ 31,843				
Grand Total:											$ 31,843				

Statement of Work Accomplished: T&M: Dewatering - Fuel for pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/29/2022
For Contractor Date

For Owner Date

Carman Rd - Dewatering		
Summary of T&M tickets		
10/3/2022	$ 53,971.00	
	$ 5,867.00	
	$ 13,679.00	
	$ 6,768.00	
	$ 203.00	
	$ 4,882.00	
	$ 3,411.00	
	$ 3,011.00	
	$ 394.00	
	$ 6,333.00	
	$ 37,527.00	
	$ 11,063.00	
	$ 6,515.00	
	$ 1,761.00	
	$ 394.00	
	$ 432.00	
	$ 848.00	
	$ 644.00	
	$ 574.00	
	$ 1,602.00	
	$ 327.00	
	$ 1,576.00	
	$ 410.00	
	$ 247.00	
	$ 2,680.00	
	$ 327.00	
	$ 3,086.00	
	$ 394.00	
	$ 432.00	
	$ 164.00	
	$ 164.00	
	$ 164.00	
	$ 327.00	
	$ 164.00	
	$ 591.00	
	$ 624.00	
	$ 34,415.00	
	$ 13,847.00	
	$ 6,912.00	
	$ 35,747.00	
	$ 5,106.00	
	$ 647.00	
	$ 9,993.00	
	$ 10,069.00	
11/29/2022	$ 31,843.00	Fuel
Total:	$ 320,135.00	

11/23/2022	$ 25,019.00
	$ 349.00
	$ 6,679.00
	$ 5,184.00
	$ 3,002.00
	$ 31,199.00
	$ 5,674.00
	$ 1,741.00
	$ 164.00
	$ 4,338.00
	$ 10,844.00
	$ 18,638.00
	$ 1,182.00
	$ 825.00
	$ 3,700.00
	$ 4,493.00
	$ 164.00
	$ 821.00
	$ 2,145.00
	$ 1,623.00
	$ 164.00
	$ 4,163.00
	$ 432.00
	$ 29,894.00
	$ 164.00
	$ 4,429.00
	$ 2,273.00
	$ 2,163.00
	$ 1,301.00
	$ 2,642.00
	$ 1,476.00
	$ 1,476.00
	$ 1,488.00
	$ 1,190.00
	$ 1,713.00
	$ 825.00
	$ 3,055.00
	$ 2,848.00
	$ 6,995.00
	$ 23,156.00
	$ 887.00
	$ 2,916.00
1/7/2023	$ 788.00
Subtotal:	$ 224,222.00
Grand Total:	$ 544,357.00

The T&M tickets, invoice back-up is based on 11/23/22-01/07/23 summary listed here

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/23/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - Set up 2nd pump on wet well														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	5.00	0.00	$ 104.26	$ 133.28	$ 521.30	8" EF coupling	2.00	$93.11		$ 186.22	Kobelco SK 330 Excavator	2.00	$125.00	$ 250.00
Jared F.	Operator	5.00	0.00	$ 91.88	$ 116.02	$ 459.40	8" Hymax coupling	2.00	$511.07		$ 1,022.14	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20	1000' Roll Caution Tape	3.00	$13.00		$ 39.00	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20	Bundle of stakes	2.00	$15.00		$ 30.00	Komatsu WA 320 Loader	1.00	$70.00	$ 70.00
						$ -	Aluminum fence ties	1.00	$0.00		$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
											$ -	Com-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -	McQuilkin Dewatering equipment rental	1.00	$0.00	$ -
						$ -					$ -	United Rental	1.00	$1,477.44	$ 1,477.44
						$ -					$ -				$ -
						$ -					$ -	Walter Pratt Pump	1.00	$1,372.88	$ 1,372.88
						$ -					$ -	Pump Service & Supply pump	1.00	$4,374.00	$ 4,374.00
											$ -	Xylem Pump	1.00	$12,182.56	$ 12,182.56
											$ -				$ -
					Labor Total:	$ 2,135.10				Material Total:	$ 1,277.36			Equipment Total:	$ 624.00
					Sub-Total	$ 19,406.88				5% OH&P		$ 20,377			
					Keller Total =	$ 4,036				15% OH&P =		$ 4,642			
					Grand Total:							$ 25,019			

Statement of Work Accomplished: T&M: Dewatering - Set-up 2nd pump on wet well, finish tying fence on 4th St.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 11/23/2022 — Date

For Owner — Date

206

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/28/2022 Monday		
Item No. or Description:	T&M: Dewatering - located buried footing, remove and truck offsite														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Jared F.	Operator	2.00	0.00	$ 91.88	$ 116.02	$ 183.76					$ -	Kobelco SK 330 Excavator	0.00	$125.00	$ -
						$ -					$ -	F-350 Utility Truck	0.00	$38.00	$ -
						$ -					$ -	Mack Tri-axle Dumptruck	2.00	$60.00	$ 120.00
						$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -	Disposal offsite	2.00	$150.00	$ 300.00
						$ -					$ -				$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Walter Pratt Pump			$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 183.76				Material Total:	$ -			Equipment Total:	$ 120.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 304			15% OH&P	=	$ 349				
					Grand Total:						$ 349				

Statement of Work Accomplished: T&M: Dewatering - located buried footing, remove and truck offsite

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/28/2022
For Contractor Date

For Owner Date

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/28/2022 Monday		
Item No. or Description:	T&M: Dewatering - Pick-up pump and points from Carman Farms side														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	0.00	$ 104.26	$ 133.28	$ 834.08	Silt filter bag	2.00	$105.00		$ 210.00	Kobelco SK 330 Excavator	2.00	$125.00	$ 250.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04	Crusher run	2.00	$25.00		$ 50.00	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20	Topsoil	3.00	$30.00		$ 90.00	Mack Tri-axle Dumptruck	5.00	$60.00	$ 300.00
Megan R.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Leroy W.	Teamster	5.00	0.00	$ 71.91	$ 88.90	$ 359.55					$ -	Kubota SVL 90 Track Skid Steer	5.00	$60.00	$ 300.00
Paul B.	Operator	5.00	0.00	$ 91.88	$ 116.02	$ 459.40					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
Chris W.	Laborer	5.00	0.00	$ 72.15	$ 95.07	$ 360.75					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Dustin M.	Laborer	5.00	0.00	$ 72.15	$ 95.07	$ 360.75					$ -	Corn-pro trailer	2.00	$20.00	$ 40.00
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Walter Pratt Pump			$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 4,263.97				Material Total:	$ 350.00			Equipment Total:	$ 1,194.00
						Sub-Total	$ -			5% OH&P	$ -				
						Keller Total =	$ 5,808			15% OH&P =	$ 6,679				
						Grand Total:					$ 6,679				

Statement of Work Accomplished: T&M: Dewatering - Pick-up pump and well point parts on

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/28/2022
For Contractor Date

For Owner Date

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March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/29/2022 Tuesday		
Item No. or Description:	T&M: Dewatering - Finish box out for well points SMH-10 to wet well														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	8.00	0.00	$ 104.26	$ 133.28	$ 834.08	Fence post				$ -	Kobelco SK 330 Excavator	8.00	$125.00	$ 1,000.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04	Orange fence				$ -	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Mack Tri-axle Dumptruck	8.00	$60.00	$ 480.00
Megan R.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Corn-pro trailer	0.00	$20.00	$ -
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -				$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
				Labor Total:		$ 2,723.52				Material Total:	$ -			Equipment Total:	$ 1,784.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 4,508			15% OH&P =		$ 5,184				
					Grand Total:						$ 5,184				

Statement of Work Accomplished: T&M: Dewatering - Finish box out for well points SMH-10 to wet well

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/29/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	11/30/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - Change out pump at wet well														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O T	Reg.	O.T.										
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04	Concrete sand	40.00	$20.00		$ 800.00	Kobelco SK 330 Excavator	1.00	$125.00	$ 125.00
Jared F.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52					$ -	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Corn-pro trailer	1.00	$20.00	$ 20.00
											$ -				$ -
						$ -					$ -				$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -				$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 1,361.76				Material Total:	$ 800.00			Equipment Total:	$ 449.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 2,611			15% OH&P	=	$ 3,002				
					Grand Total:						$ 3,002				

Statement of Work Accomplished: T&M: Dewatering - Change out pump at wet well, move equipment over to next dewatering area.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 11/30/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/1/2022	Thursday	
Item No. or Description:	T&M: Dewatering - Set 68 points from SMH-10 to WW														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	3.00	$ 104.26	$ 133.28	$ 1,233.92	Concrete sand	20.00	$20.00		$ 400.00	CAT 325 Excavator	10.50	$95.00	$ 997.50
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	11.00	$38.00	$ 418.00
Kyle J	Laborer	8.00	2.50	$ 72.15	$ 95.07	$ 814.88					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	3.00	$ 72.15	$ 95.07	$ 862.41					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark L.	Operator	0.00	2.50	$ 91.88	$ 116.02	$ 290.05					$ -	Kubota SVL 90 Track Skid Steer	10.50	$60.00	$ 630.00
Chris W.	Laborer	0.00	2.50	$ 72.15	$ 95.07	$ 237.68					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
Shane V.	Laborer	0.00	2.50	$ 72.15	$ 95.07	$ 237.68					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Dustin M.	Laborer	8.00	2.00	$ 72.15	$ 95.07	$ 767.34					$ -	New Holland Road Broom	2.00	$40.00	$ 80.00
											$ -				$ -
						$ -					$ -	McQuilkin dewatering	1.00	$21,275.00	$ 21,275.00
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -				$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 5,178.99				Material Total:	$ 400.00			Equipment Total:	$ 2,125.50
					Sub-Total	$ 21,275.00			5% OH&P		$ 22,339				
					Keller Total =	$ 7,704			15% OH&P	=	$ 8,860				
					Grand Total:						$ 31,199				

Statement of Work Accomplished: T&M: Dewatering - Set 68 points from SMH-10 to WW

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 12/1/2022 — Date

For Owner — Date

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/2/2022 Friday		
Item No. or Description:	T&M: Dewatering - Set up electric pump and generator														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	1.00	$ 104.26	$ 133.28	$ 967.36	8" x 3' flange pipe	1.00	$985.00		$ 985.00	CAT 325 Excavator	2.00	$95.00	$ 190.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	9.00	$38.00	$ 342.00
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	8.00	$60.00	$ 480.00
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	New Holland Road Broom	2.00	$40.00	$ 80.00
											$ -	Kobelco SK 350 Excavator	2.00	$140.00	$ 280.00
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
				Labor Total:		$ 2,856.80			Material Total:		$ 985.00			Equipment Total:	$ 1,092.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 4,934			15% OH&P =		$ 5,674				
					Grand Total:						$ 5,674				

Statement of Work Accomplished: T&M: Dewatering - Set up electric pump and generator

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/2/2022
For Contractor Date

For Owner Date

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/5/2022 Monday
Item No. or Description:	T&M: Dewatering - Finish set up of generator				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04
Jared F.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52
Kyle J	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
Labor Total:						$ 1,361.76

MATERIALS

Material	Quant.	Cost	Tax	Total
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Material Total:				$ -

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	0.00	$95.00	$ -
F-350 Utility Truck	4.00	$38.00	$ 152.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 140 Excavator	0.00	$80.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
New Holland Road Broom	0.00	$40.00	$ -
Kobelco SK 350 Excavator	0.00	$140.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump			$ -
Xylem Pump			$ -
			$ -
Equipment Total:			$ 152.00

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 1,514	15% OH&P =	$ 1,741
Grand Total:			$ 1,741

Statement of Work Accomplished: T&M: Dewatering - Finish set up of generator

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/5/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/6/2022	Tuesday	
Item No. or Description:	T&M: Dewatering - Check pumps and discharge														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26					$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 140 Excavator	0.00	$80.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	New Holland Road Broom	0.00	$40.00	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 104.26				Material Total:	$ -			Equipment Total:	$ 38.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 142			15% OH&P =		$ 164				
					Grand Total:						$ 164				

Statement of Work Accomplished: T&M: Dewatering - Check pumps and discharge

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 12/6/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/7/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - Lower pumps and well point header around WW														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	0.00	$ 104.26	$ 133.28	$ 834.08	DEF 2.5 gal	1.00	$32.00		$ 32.00	CAT 325 Excavator	1.00	$95.00	$ 95.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04	8" Hymax	1.00	$511.07		$ 511.07	F-350 Utility Truck	1.00	$38.00	$ 38.00
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20	8" 22-1/2 Deg Bend	1.00	$139.00		$ 139.00	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20	1-1/2 PVC coupling	40.00	$1.39		$ 55.60	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -	PVC glue & primer	1.00	$13.00		$ 13.00	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	3.00	$55.00	$ 165.00
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	New Holland Road Broom	0.00	$40.00	$ -
											$ -	Kobelco SK 350 Excavator	2.00	$140.00	$ 280.00
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump			$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 2,723.52				Material Total:	$ 750.67			Equipment Total:	$ 298.00
						Sub-Total	$ -			5% OH&P	$ -				
						Keller Total =	$ 3,772			15% OH&P =	$ 4,338				
						Grand Total:					$ 4,338				

Statement of Work Accomplished: T&M: Dewatering - Lower pumps and well point header around WW

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — 12/7/2022
For Contractor — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/8/2022	Thursday	
Item No. or Description:	T&M: Dewatering - set sump pipe and 2" pumps around wet well														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04	Long fuel	460.10	$4.63		$ 2,132.33	Kobelco SK 350 Excavator	4.00	$140.00	$ 560.00
Jared F.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52	2" tees	2.00	$34.38		$ 68.76	F-350 Utility Truck	4.00	$38.00	$ 152.00
Kyle J	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60	2" plug	1.00	$8.95		$ 8.95	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Komatsu WA 320 Loader	1.00	$70.00	$ 70.00
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	1.00	$5,184.00	$ 5,184.00
											$ -	Xylem Pump			$ -
											$ -				$ -
				Labor Total:		$ 1,361.76				Material Total:	$ 2,210.04			Equipment Total:	$ 1,124.48
						Sub-Total	$ 5,184.00			5% OH&P		$ 5,443			
						Keller Total =	$ 4,696			15% OH&P =		$ 5,401			
						Grand Total:						$ 10,844			

Statement of Work Accomplished: T&M: Dewatering - set sump pipe and 2" pumps around wet well

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 12/8/2022 — Date

For Owner — Date

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/9/2022 Friday
Item No. or Description:	T&M: Dewatering - set sump pipe and 2" pumps around wet well				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04
Jared F.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52
Kyle J	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 1,361.76

MATERIALS

Material	Quant.	Cost	Tax	Total
#1A Stone	18.82	$21.50		$ 404.63
Geotextile	2.00	$589.00		$ 1,178.00
Long energy	169.10	$4.83		$ 817.51
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ 2,400.14

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	4.00	$140.00	$ 560.00
F-350 Utility Truck	4.00	$38.00	$ 152.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	1.00	$70.00	$ 70.00
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	24.00	$14.27	$ 342.48
Kobelco SK 350 Excavator	0.00	$140.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental	1.00	$991.44	$ 991.44
			$ -
Kinsley 200KW generator	1.00	$8,005.50	$ 8,005.50
Pump Service & Supply pump	1.00	$3,402.00	$ 3,402.00
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 1,124.48

Sub-Total	$ 12,398.94	5% OH&P	$ 13,019
Keller Total =	$ 4,886	15% OH&P =	$ 5,619
Grand Total:			$ 18,638

Statement of Work Accomplished: T&M: Dewatering - set sump pipe and 2" pumps around wet well

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/9/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/10/2022 Saturday
Item No. or Description:	T&M: Dewatering - check on pumps, change out frozen hose				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	0.00	4.00	$ 104.26	$ 133.28	$ 533.12
Jared F.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 533.12

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/11/2022 Sunday
Item No. or Description:	T&M: Dewatering - check on pumps, move hose around for snow, fuel check				

LABOR

Name	Labor Classification	Hours Reg.	Hours D.T.	Rates ($) Reg.	Rates ($) D.T.	Total
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 149.65	$ 299.30
Jared F.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 299.30

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	0.00	$140.00	$ -
F-350 Utility Truck	2.00	$38.00	$ 76.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	24.00	$14.27	$ 342.48
Kobelco SK 350 Excavator	0.00	$140.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$5,184.00	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 418.48

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 718	15% OH&P =	$ 825
Grand Total:			$ 825

Statement of Work Accomplished: T&M: Dewatering - check on pumps, move hose around for snow, fuel check

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/11/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/12/2022 Monday		
Item No. or Description:	T&M: Dewatering - Swap pumps														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	8.00	0.00	$ 104.26	$ 133.28	$ 834.08	none				$ -	CAT 325 Excavator	2.00	$95.00	$ 190.00
Jared F.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	8.00	$38.00	$ 304.00
Kyle J	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$5,184.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 2,723.52				Material Total:	$ -			Equipment Total:	$ 494.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 3,218			15% OH&P =		$ 3,700				
					Grand Total:						$ 3,700				

Statement of Work Accomplished: T&M: Dewatering - Swap pumps, hook up header and discharge due to mechanical issues.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/12/2022
For Contractor Date

For Owner Date

220

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/13/2022 Tuesday		
Item No. or Description:	T&M: Dewatering - Set up additional sump pumps at wet well														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04	Long fuel	447.30	$4.58		$ 2,050.65	CAT 325 Excavator	0.00	$95.00	$ -
Jared F.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52					$ -	F-350 Utility Truck	4.00	$38.00	$ 152.00
Kyle J	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$5,184.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 1,361.76			Material Total:		$ 2,050.65		Equipment Total:		$ 494.48
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 3,907			15% OH&P =		$ 4,493				
					Grand Total:						$ 4,493				

Statement of Work Accomplished: T&M. Dewatering - Set up additional sump pumps at wet well, at 7 am hole was full with water, checked at 4 pm and everything is good.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/13/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/13/2022 Tuesday		
Item No. or Description:	T&M: Dewatering - Check on pumps and fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26	none				$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$5,184.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 104.26				Material Total:	$ -			Equipment Total:	$ 38.00
						Sub-Total	$ -			5% OH&P	$ -				
						Keller Total =	$ 142			15% OH&P =	$ 164				
						Grand Total:					$ 164				

Statement of Work Accomplished: T&M: Dewatering - Check on pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/13/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/14/2022 Wednesday		
Item No. or Description:	T&M: Dewatering - Check on pumps and fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26	none				$ -	CAT 325 Excavator	0.00	$95.00	$ -
Jared F.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	1.00	$626.40	$ 626.40
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 104.26				Material Total:	$ -			Equipment Total:	$ 38.00
						Sub-Total	$ 626.40		5% OH&P		$ 658				
						Keller Total =	$ 142		15% OH&P =		$ 164				
						Grand Total:					$ 821				

Statement of Work Accomplished: T&M: Dewatering - Check on pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/14/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/15/2022 Thursday
Item No. or Description:	T&M: Dewatering - Check discharge flow, fuel pumps				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	3.00	0.00	$ 104.26	$ 133.28	$ 312.78
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Shawn V.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Mark L.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 312.78

MATERIALS

Material	Quant.	Cost	Tax	Total
Long Fuel	310.40	$4.63		$ 1,438.55
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ 1,438.55

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	0.00	$95.00	$ -
F-350 Utility Truck	3.00	$38.00	$ 114.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	0.00	$14.27	$ -
Kobelco SK 350 Excavator	0.00	$140.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$626.40	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 114.00

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 1,865	15% OH&P =	$ 2,145
Grand Total:			$ 2,145

Statement of Work Accomplished: T&M: Dewatering - Check discharge flow, fuel pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/15/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/15/2022	Thursday	
Item No. or Description:	T&M: Dewatering - Swap out pumps														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Bruce V.	Foreman	3.00	0.00	$ 104.26	$ 133.28	$ 312.78	none				$ -	CAT 325 Excavator	0.00	$95.00	$ -
Paul B.	Operator	3.00	0.00	$ 91.88	$ 116.02	$ 275.64					$ -	F-350 Utility Truck	3.00	$38.00	$ 114.00
Chris W.	Laborer	3.00	0.00	$ 72.15	$ 95.07	$ 216.45					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shawn V.	Laborer	3.00	0.00	$ 72.15	$ 95.07	$ 216.45					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark L.	Operator	3.00	0.00	$ 91.88	$ 116.02	$ 275.64					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$626.40	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 1,296.96				Material Total:	$ -			Equipment Total:	$ 114.00
						Sub-Total	$ -			5% OH&P	$ -				
						Keller Total =	$ 1,411			15% OH&P =	$ 1,623				
						Grand Total:					$ 1,623				

Statement of Work Accomplished: T&M: Dewatering - Check on pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/15/2022
For Contractor Date

For Owner Date

225

March 8, 2023

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/16/2022	Friday	
Item No. or Description:	T&M: Dewatering - Check pumps and fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26	none				$ -	CAT 325 Excavator	0.00	$95.00	$ -
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shawn V.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark L.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$626.40	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 104.26				Material Total:	$ -			Equipment Total:	$ 38.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 142			15% OH&P	=	$ 164				
					Grand Total:						$ 164				

Statement of Work Accomplished: T&M: Dewatering - Check pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/16/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/17/2022 Saturday
Item No. or Description:	T&M: Dewatering - Check pumps and manage flow				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	0.00	3.00	$ 104.26	$ 133.28	$ 399.84
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Shawn V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Mark L.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 399.84

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
CAT 325 Excavator	0.00	$95.00	$ -
F-350 Utility Truck	3.00	$38.00	$ 114.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	0.00	$14.27	$ -
Kobelco SK 350 Excavator	0.00	$140.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	1.00	$3,402.00	$ 3,402.00
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 114.00

Sub-Total	$ 3,402.00	5% OH&P	$ 3,572	
Keller Total =	$ 514	15% OH&P =	$ 591	
Grand Total:			$ 4,163	

Statement of Work Accomplished: T&M: Dewatering - Check pumps and manage flow

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/17/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/18/2022 Sunday		
Item No. or Description:	T&M: Dewatering - Check pumps and manage flow														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	D.T.	Reg.	D.T.										
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 149.65	$ 299.30	none				$ -	CAT 325 Excavator	0.00	$95.00	$ -
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shawn V	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Mark L.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$3,402.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 299.30				Material Total:	$ -			Equipment Total:	$ 76.00
					Sub-Total	$ -				5% OH&P	$ -				
					Keller Total =	$ 375				15% OH&P =	$ 432				
					Grand Total:						$ 432				

Statement of Work Accomplished: T&M: Dewatering - Check pumps and manage flow

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/18/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/19/2022	Monday	
Item No. or Description:	T&M: Dewatering - Pull header and points around vault														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26	none				$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
Jared F.	Operator	1.00	0.00	$ 91.88	$ 116.02	$ 91.88					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
Kyle J	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	1.00	0.00	$ 72.15	$ 95.07	$ 72.15					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering equipment rental	1.00	$5,644.00	$ 5,644.00
						$ -					$ -	United Rental	1.00	$1,477.44	$ 1,477.44
						$ -					$ -				$ -
						$ -					$ -	Kinsley 200KW generator	1.00	$9,644.40	$ 9,644.40
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump	1.00	$11,290.46	$ 11,290.46
											$ -				$ -
				Labor Total:		$ 340.44				Material Total:	$ -			Equipment Total:	$ 38.00
						Sub-Total	$ 28,056.30			5% OH&P		$ 29,459			
						Keller Total =	$ 378			15% OH&P =		$ 435			
						Grand Total:						$ 29,894			

Statement of Work Accomplished: T&M: Dewatering - Pull header and points around vault, fuel pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/19/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/20/2022 Tuesday
Item No. or Description:	T&M: Dewatering - Check dewatering and fuel				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26
Jared F.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Kyle J	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Labor Total:	$ 104.26

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	0.00	$140.00	$ -
F-350 Utility Truck	1.00	$38.00	$ 38.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	0.00	$14.27	$ -
Kobelco SK 350 Excavator	0.00	$140.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$5,184.00	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 38.00

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 142	15% OH&P =	$ 164
Grand Total:			$ 164

Statement of Work Accomplished: T&M: Dewatering - Check dewatering and fuel pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/20/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06					Owner:	Town of Rotterdam / LaBella				Date:	12/21/2022	Wednesday	
Item No. or Description:	T&M: Dewatering - Pull up points, pull header and reset pump, connect discharge													
LABOR						MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	6.00	0.00	$ 104.26	$ 133.28	$ 625.56	DEF 2.5 gal	4.00	$17.28		$ 69.12	Kobelco SK 350 Excavator	6.00	$140.00	$ 840.00
Jared F.	Operator	6.00	0.00	$ 91.88	$ 116.02	$ 551.28	8" SDR-26	28.00	$15.34		$ 429.52	F-350 Utility Truck	6.00	$38.00	$ 228.00
Kyle J	Laborer	6.00	0.00	$ 72.15	$ 95.07	$ 432.90	8" x 6" reducer	1.00	$36.00		$ 36.00	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	6.00	0.00	$ 72.15	$ 95.07	$ 432.90	6" SDR-26	5.00	$11.16		$ 55.80	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -	8" x 8" x 6" wye	1.00	$122.00		$ 122.00	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -	8" SDR Cap	1.00	$28.00		$ 28.00	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$5,184.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
				Labor Total:		$ 2,042.64			Material Total:		$ 740.44		Equipment Total:		$ 1,068.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 3,851			15% OH&P =		$ 4,429				
					Grand Total:						$ 4,429				

Statement of Work Accomplished: T&M: Dewatering - Pull up points, pull header and reset pump, connect discharge

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 12/21/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/22/2022 Thursday		
Item No. or Description:	T&M: Dewatering - Check pumps and fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	1.00	0.00	$ 104.26	$ 133.28	$ 104.26	Long Energy	413.60	$4.43		$ 1,833.90	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	F-350 Utility Truck	1.00	$38.00	$ 38.00
						$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
						$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 104.26				Material Total:	$ 1,833.90			Equipment Total:	$ 38.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 1,976			15% OH&P	=	$ 2,273				
					Grand Total:						$ 2,273				

Statement of Work Accomplished: T&M: Dewatering - Check pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/22/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/22/2022 Thursday
Item No. or Description:	T&M: Dewatering - Disassemble header pipes at Pine Grove				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Bruce V	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04
Paul B.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52
Chris W.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60
Shawn V.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60
Mark L.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 1,729.28

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	0.00	$140.00	$ -
F-350 Utility Truck	4.00	$38.00	$ 152.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	0.00	$14.27	$ -
CAT 325 Excavator	4.00	$95.00	$ 380.00
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$5,184.00	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 152.00

Sub-Total	$ -	5% OH&P	$ -	
Keller Total =	$ 1,881	15% OH&P =	$ 2,163	
Grand Total:			$ 2,163	

Statement of Work Accomplished: T&M: Dewatering - Disassemble header pipes at Pine Grove

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/22/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/23/2022	Friday	
Item No. or Description:	T&M: Dewatering - Pull pump, dig out silt from rain event														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	5.00	0.00	$ 104.26	$ 133.28	$ 521.30					$ -	Kobelco SK 350 Excavator	3.00	$140.00	$ 420.00
						$ -					$ -	F-350 Utility Truck	5.00	$38.00	$ 190.00
						$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
						$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 521.30				Material Total:	$ -			Equipment Total:	$ 610.00
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 1,131			15% OH&P	=	$ 1,301				
					Grand Total:						$ 1,301				

Statement of Work Accomplished: T&M: Dewatering - Pull pump, dig out silt from rain event

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 12/23/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/24/2022	Saturday	
Item No. or Description:	T&M: Dewatering - Check pumps and fuel: 12/24-12/26														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	D.T.	Reg.	D.T.										
Corey S.	Foreman	4.00	2.00	$ 104.26	$ 149.65	$ 716.34	Long Energy	301.70	$4.48		$ 1,352.82	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	F-350 Utility Truck	6.00	$38.00	$ 228.00
						$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
						$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	0.00	$14.27	$ -
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 716.34				Material Total:	$ 1,352.82			Equipment Total:	$ 228.00
						Sub-Total	$ -			5% OH&P	$ -				
						Keller Total =	$ 2,297			15% OH&P =	$ 2,642				
						Grand Total:					$ 2,642				

Statement of Work Accomplished: T&M: Dewatering - Check pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 12/24/2022 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/27/2022 Tuesday
Item No. or Description:	T&M: Dewatering - Dewatering, fuel,				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Bruce V	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52
Paul B.	Operator	2.00	0.00	$ 91.88	$ 116.02	$ 183.76
Chris W.	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30
Shawn V	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30
Mark L.	Operator	2.00	0.00	$ 91.88	$ 116.02	$ 183.76
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 864.64

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	0.00	$140.00	$ -
F-350 Utility Truck	2.00	$38.00	$ 76.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	24.00	$14.27	$ 342.48
CAT 325 Excavator	0.00	$95.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$0.00	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 418.48

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 1,283	15% OH&P =	$ 1,476
Grand Total:			$ 1,476

Statement of Work Accomplished: T&M: Dewatering - Disassemble header pipes at Pine Grove

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/27/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/28/2022 Wednesday
Item No. or Description:	T&M: Dewatering - Dewatering, fuel, set up pumps				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Bruce V	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52
Paul B.	Operator	2.00	0.00	$ 91.88	$ 116.02	$ 183.76
Chris W.	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30
Shawn V.	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30
Mark L.	Operator	2.00	0.00	$ 91.88	$ 116.02	$ 183.76
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 864.64

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	0.00	$140.00	$ -
F-350 Utility Truck	2.00	$38.00	$ 76.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	24.00	$14.27	$ 342.48
CAT 325 Excavator	0.00	$95.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$0.00	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 418.48

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 1,283	15% OH&P =	$ 1,476
Grand Total:			$ 1,476

Statement of Work Accomplished: T&M: Dewatering - Dewatering, fuel, set up pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/28/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/29/2022 Thursday		
Item No. or Description:	T&M: Dewatering - Dewatering, fuel, set up pumps														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Bruce V	Foreman	3.00	0.00	$ 104.26	$ 133.28	$ 312.78	none				$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	3.00	$38.00	$ 114.00
Chris W.	Laborer	3.00	0.00	$ 72.15	$ 95.07	$ 216.45					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shawn V.	Laborer	3.00	0.00	$ 72.15	$ 95.07	$ 216.45					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Megan R.	Operator	1.00	0.00	$ 91.88	$ 116.02	$ 91.88					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 837.56				Material Total:	$ -			Equipment Total:	$ 456.48
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 1,294			15% OH&P =		$ 1,488				
					Grand Total:						$ 1,488				

Statement of Work Accomplished: T&M: Dewatering - Dewatering, fuel, set up pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/29/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/30/2022 Friday		
Item No. or Description:	T&M: Dewatering - Dewatering, fuel, set up pumps														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Bruce V	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52	DEF 2.5 gal	7.00	$17.00		$ 119.00	Kobelco SK 350 Excavator	0.00	$140.00	$ -
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Chris W.	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shawn V.	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Megan R.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 497.12				Material Total:	$ 119.00			Equipment Total:	$ 418.48
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 1,035			15% OH&P =		$ 1,190				
					Grand Total:						$ 1,190				

Statement of Work Accomplished: T&M: Dewatering - Dewatering, fuel, set up pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/30/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	12/31/2022 Saturday
Item No. or Description:	T&M: Dewatering - Dewatering, fuel, set up pumps				

LABOR

Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total
Corey S	Foreman	0.00	3.00	$ 104.26	$ 133.28	$ 399.84
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Chris W.	Laborer	0.00	3.00	$ 72.15	$ 95.07	$ 285.21
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Operator	0.00	3.00	$ 91.88	$ 116.02	$ 348.06
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 1,033.11

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	0.00	$140.00	$ -
F-350 Utility Truck	3.00	$38.00	$ 114.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	24.00	$14.27	$ 342.48
CAT 325 Excavator	0.00	$95.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$0.00	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 456.48

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 1,490	15% OH&P =	$ 1,713
Grand Total:			$ 1,713

Statement of Work Accomplished: T&M: Dewatering - Dewatering, fuel, set up pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/31/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06	Owner:	Town of Rotterdam / LaBella	Date:	1/1/2023 Sunday
Item No. or Description:	T&M: Dewatering - Dewatering, fuel, set up pumps				

LABOR

Name	Labor Classification	Hours Reg.	Hours D.T.	Rates ($) Reg.	Rates ($) D.T.	Total
Corey S	Foreman	0.00	2.00	$ 104.26	$ 149.65	$ 299.30
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -
Megan R.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Labor Total:		$ 299.30

MATERIALS

Material	Quant.	Cost	Tax	Total
none				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Material Total:	$ -

EQUIPMENT

Description	Hours	Rate	Total
Kobelco SK 350 Excavator	0.00	$140.00	$ -
F-350 Utility Truck	2.00	$38.00	$ 76.00
Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Komatsu WA 320 Loader	0.00	$70.00	$ -
Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Doosan G25 Generator	24.00	$14.27	$ 342.48
CAT 325 Excavator	0.00	$95.00	$ -
McQuilkin dewatering	1.00	$0.00	$ -
United Rental - pump	1.00	$0.00	$ -
United Rental - fuel cell	1.00	$0.00	$ -
Kinsley generator			$ -
Pump Service & Supply pump	0.00	$0.00	$ -
Xylem Pump			$ -
			$ -
		Equipment Total:	$ 418.48

Sub-Total	$ -	5% OH&P	$ -
Keller Total =	$ 718	15% OH&P =	$ 825
Grand Total:			$ 825

Statement of Work Accomplished: T&M: Dewatering - Dewatering, fuel, set up pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 1/1/2023 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	12/30/2022 Friday		
Item No. or Description:	T&M: Dewatering - Dewatering, fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Corey S.	Foreman	0.00	2.00	$ 104.26	$ 133.28	$ 266.56	Long Energy	420.90	$4.68		$ 1,971.50	Kobelco SK 350 Excavator	0.00	$140.00	$ -
Paul B.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
Chris W.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shawn V.	Laborer	0.00	0.00	$ 72.15	$ 95.07	$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Megan R.	Operator	0.00	0.00	$ 91.88	$ 116.02	$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 266.56				Material Total:	$ 1,971.50			Equipment Total:	$ 418.48
						Sub-Total	$ -			5% OH&P	$ -				
						Keller Total =	$ 2,657			15% OH&P =	$ 3,055				
						Grand Total:					$ 3,055				

Statement of Work Accomplished: T&M: Dewatering - Dewatering, fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 12/30/2022
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	1/3/2023	Tuesday	
Item No. or Description:	T&M: Dewatering - Dewatering, fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04	none				$ -	Kobelco SK 350 Excavator	4.00	$140.00	$ 560.00
Jared F.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52					$ -	F-350 Utility Truck	4.00	$38.00	$ 152.00
Kyle J.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Megan R.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	1.00	$60.00	$ 60.00
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 1,361.76				Material Total:	$ -			Equipment Total:	$ 1,114.48
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 2,476			15% OH&P =		$ 2,848				
					Grand Total:						$ 2,848				

Statement of Work Accomplished: T&M: Dewatering - Dewatering, fuel, move pump from wet well to side of road for 8" gravity.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 1/3/2023 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	1/4/2023	Wednesday	
Item No. or Description:	T&M: Dewatering - Prep for well points, fuel, set-up 2 inch and 3 inch pumps														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Bruce V.	Foreman	4.00	0.00	$ 104.26	$ 133.28	$ 417.04	Concrete sand washed	20.00	$20.00		$ 400.00	Kobelco SK 350 Excavator	4.00	$140.00	$ 560.00
Mark L.	Operator	4.00	0.00	$ 91.88	$ 116.02	$ 367.52	Long Energy	532.70	$4.68		$ 2,495.17	F-350 Utility Truck	4.00	$38.00	$ 152.00
Chris W.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Mack Tri-axle Dumptruck	2.00	$60.00	$ 120.00
Shawn V.	Laborer	4.00	0.00	$ 72.15	$ 95.07	$ 288.60					$ -	Komatsu WA 320 Loader	2.00	$70.00	$ 140.00
Paul B.	Operator	4.00		$ 91.88	$ 116.02	$ 367.52					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
Leroy W.	Teamster	2.00		$ 71.91	$ 88.90	$ 143.82					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
											$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	1.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 1,873.10				Material Total:	$ 2,895.17			Equipment Total:	$ 1,314.48
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 6,083			15% OH&P =		$ 6,995				
					Grand Total:						$ 6,995				

Statement of Work Accomplished: T&M: Dewatering - Prep for well points, fuel, set-up 2 inch and 3 inch pumps

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes — For Contractor — 1/4/2023 — Date

For Owner — Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	1/5/2023	Thursday	
Item No. or Description:	T&M: Dewatering - Well point install, fuel, pull well points														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Bruce V.	Foreman	8.00	0.00	$ 104.26	$ 133.28	$ 834.08	none				$ -	Kobelco SK 350 Excavator	1.00	$140.00	$ 140.00
Mark L.	Operator	8.00	0.00	$ 91.88	$ 116.02	$ 735.04					$ -	F-350 Utility Truck	9.00	$38.00	$ 342.00
Chris W.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
Shawn V.	Laborer	8.00	0.00	$ 72.15	$ 95.07	$ 577.20					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
Paul B.	Operator	8.00		$ 91.88	$ 116.02	$ 735.04					$ -	Kubota SVL 90 Track Skid Steer	8.00	$60.00	$ 480.00
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
Corey S.	Foreman	1.00		$ 104.26	$ 133.28	$ 104.26					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
Jared F.	Operator	1.00		$ 91.88	$ 116.02	$ 91.88					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
Kyle J.	Laborer	1.00		$ 72.15	$ 95.07	$ 72.15					$ -	CAT 325 Excavator	8.00	$95.00	$ 760.00
Megan R.	Laborer	1.00		$ 72.15	$ 95.07	$ 72.15					$ -	McQuilkin dewatering	1.00	$15,631.00	$ 15,631.00
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
				Labor Total:		$ 3,799.00				Material Total:	$ -			Equipment Total:	$ 2,064.48
					Sub-Total	$ 15,631.00			5% OH&P		$ 16,413				
					Keller Total =	$ 5,863			15% OH&P =		$ 6,743				
					Grand Total:						$ 23,156				

Statement of Work Accomplished: T&M: Dewatering - Well point install, fuel, pull well points

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 1/5/2023
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	1/6/2023 Friday		
Item No. or Description:	T&M: Dewatering - Check pumps and fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours Reg.	Hours O.T.	Rates ($) Reg.	Rates ($) O.T.	Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Bruce V.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52	none				$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
Kyle J.	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
						$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
						$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
						$ -					$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	0.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 352.82				Material Total:	$ -			Equipment Total:	$ 418.48
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 771			15% OH&P =		$ 887				
					Grand Total:						$ 887				

Statement of Work Accomplished: T&M: Dewatering - Check pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 1/6/2023
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	1/6/2023	Friday	
Item No. or Description:	T&M: Dewatering - Fuel, Set-up 2" pumps														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Corey S.	Foreman	2.00	0.00	$ 104.26	$ 133.28	$ 208.52	Long Energy	375.20	$4.70		$ 1,764.38	Kobelco SK 350 Excavator	0.00	$140.00	$ -
Kyle J.	Laborer	2.00	0.00	$ 72.15	$ 95.07	$ 144.30					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
						$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
						$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
						$ -					$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	0.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 352.82					Material Total: $ 1,764.38			Equipment Total:	$ 418.48
					Sub-Total	$ -				5% OH&P	$ -				
					Keller Total =	$ 2,536				15% OH&P =	$ 2,916				
					Grand Total:						$ 2,916				

Statement of Work Accomplished: T&M: Dewatering - Well point install, fuel, pull well points

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 1/6/2023
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:	22-06						Owner:	Town of Rotterdam / LaBella				Date:	1/7/2023 Saturday		
Item No. or Description:	T&M: Dewatering - Check pumps and fuel														
LABOR							MATERIALS					EQUIPMENT			
Name	Labor Classification	Hours		Rates ($)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg	O.T.										
Bruce	Foreman	0.00	2.00	$ 104.26	$ 133.28	$ 266.56	none				$ -	Kobelco SK 350 Excavator	0.00	$140.00	$ -
						$ -					$ -	F-350 Utility Truck	2.00	$38.00	$ 76.00
						$ -					$ -	Mack Tri-axle Dumptruck	0.00	$60.00	$ -
						$ -					$ -	Komatsu WA 320 Loader	0.00	$70.00	$ -
						$ -					$ -	Kubota SVL 90 Track Skid Steer	0.00	$60.00	$ -
						$ -					$ -	Kobelco SK 70 Mini-Excavator	0.00	$55.00	$ -
						$ -					$ -	Kubota KX 121 Mini-Excavator	0.00	$50.00	$ -
						$ -					$ -	Doosan G25 Generator	24.00	$14.27	$ 342.48
						$ -					$ -	CAT 325 Excavator	0.00	$95.00	$ -
						$ -					$ -	McQuilkin dewatering	0.00	$0.00	$ -
						$ -					$ -	United Rental - pump	1.00	$0.00	$ -
						$ -					$ -	United Rental - fuel cell	1.00	$0.00	$ -
						$ -					$ -	Kinsley generator			$ -
						$ -					$ -	Pump Service & Supply pump	0.00	$0.00	$ -
											$ -	Xylem Pump			$ -
											$ -				$ -
					Labor Total:	$ 266.56				Material Total:	$ -			Equipment Total:	$ 418.48
					Sub-Total	$ -			5% OH&P		$ -				
					Keller Total =	$ 685			15% OH&P =		$ 788				
					Grand Total:						$ 788				

Statement of Work Accomplished: T&M: Dewatering - Check pumps and fuel

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Christopher Hayes 1/7/2023
For Contractor Date

For Owner Date

LONG ENERGY

2880 CURRY ROAD SCHENECTADY, NY 12303 (518) 465-6647
27 RAILROAD AVE GHENT, NY 12075 (518) 556-6041
305 OLD CORINTH ROAD HADLEY, NY 12835 (518) 696-2122
635 WEMPLE ROAD GLENMONT, NY 12077 (518) 767-0018

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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

TICKET 12/8/22

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1393929	2022-12-07

Quantity	Item Number	Description	Unit Price	TOTAL
460.10	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/07/2022 Starting Meter Reading: 0, Ending Meter Reading: 460.10	$4.3990	$2,023.98
		10 GRT DIESEL 2021:	$71.55	
		11 ST SALES-D:	$0.00	
		CT SALES-DIESEL/GAL SCHDY:	$36.81	

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

LONG ENERGY NOW OFFERS VARIOUS SERVICES THROUGH OUR NEW CUSTOMER PORTAL, INCLUDING E-INVOICES. IF WE ARE IN POSSESSION OF YOUR ACTIVE E-MAIL ADDRESS PLEASE SIGN UP @ WWW.LONGENERGY.COM. OTHERWISE, CALL OUR OFFICE TO SET UP YOUR ACCOUNT

Sub Total	$2,023.98
Tax Total	$108.36
Invoice Total	$2,132.34

22006

Balance over 30 days are subject to a 2% monthly finance charge. PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

In case of errors or inquiries about your bill send inquiries to:
LONG ENERGY

Send your inquiry in writing so that the creditor received it within 60 days after the bill was mailed to you. Your written inquiry must include: Your name, a description of the error and why (to the extent you can explain) you believe it is an error & the dollar amount of suspected error.

You remain obligated to pay the parts of your bill not in dispute, but you do not have to pay any amount in dispute during the time the creditor is resolving the dispute. During that same time, the creditor may not take any action to collect disputed amounts or report disputed amounts as delinquent

This is a summary of your rights; a full statement of your rights and the creditor♦s responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1393929
Invoice Date	2022-12-07
Invoice Total	$2,132.34
Please Pay	$2,132.34

Make Check Payable to: LONG ENERGY
Amount Enclosed: $ _____
Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

LONG ENERGY

2880 CURRY ROAD SCHENECTADY, NY 12303 (518) 465-5647
27 RAILROAD AVE GHENT, NY 12075 (518) 392-8041
305 OLD CORINTH ROAD HADLEY, NY 12835 (518) 696-2122
625 WEMPLE ROAD GLENMONT, NY 12077 (518) 767-9018

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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

TICKET 12/9/22

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1393984	2022-12-09

Quantity	Item Number	Description	Unit Price	TOTAL
169.10	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/09/2022 Starting Meter Reading: 0, Ending Meter Reading: 169.10	$4.5990	$777.69
		10 GRT DIESEL 2021:	$26.30	
		11 ST SALES-D:	$0.00	
		CT SALES-DIESEL/GAL SCHDY:	$13.53	

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

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Sub Total	$777.69
Tax Total	$39.83
Invoice Total	$817.52

Balance over 30 days are subject to a 2% monthly finance charge **PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.**

WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1393984
Invoice Date	2022-12-09
Invoice Total	$817.52
Please Pay	$817.52

Make Check Payable to: LONG ENERGY

Amount Enclosed: $ _____

Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

LONG ENERGY

2880 CURRY ROAD SCHENECTADY, NY 12303 (518) 465-6647 | 27 RAILROAD AVE GHENT, NY 12075 (518) 556-6541 | 135 OLD CORINTH ROAD HADLEY, NY 12835 (518) 696-4002 | 535 WEMPLE ROAD GLENMONT, NY 12077 (518) 767-0018

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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

TICKET 12/13/22

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1395044	2022-12-16

Quantity	Item Number	Description	Unit Price	TOTAL
447.30	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/16/2022 Starting Meter Reading: 0, Ending Meter Reading: 447.30	$4.3490	$1,945.31
		10 GRT DIESEL 2021: 11 ST SALES-D: CT SALES-DIESEL/GAL SCHDY:	$69.56 $0.00 $35.78	

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

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Sub Total	$1,945.31
Tax Total	$105.34
Invoice Total	$2,050.65

Balance over 30 days are subject to a 2% monthly finance charge. PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1395044
Invoice Date	2022-12-16
Invoice Total	$2,050.65
Please Pay	$2,050.65

Make Check Payable to: LONG ENERGY
Amount Enclosed: $ _____
Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

LONG ENERGY

2880 CURRY ROAD SCHENECTADY, NY 12303 (518) 465-5647
27 RAILROAD AVE GHENT, NY 12075 (518) 556-6041
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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

TICKET 12/15/22

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1395046	2022-12-13

Quantity	Item Number	Description	Unit Price	TOTAL
310.40	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/13/2022 Starting Meter Reading: 0, Ending Meter Reading: 310.40	$4.3990	$1,365.45
		10 GRT DIESEL 2021: 11 ST SALES-D: CT SALES-DIESEL/GAL SCHDY:	$48.27 $0.00 $24.83	

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

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Sub Total	$1,365.45
Tax Total	$73.10
Invoice Total	$1,438.55

Balance over 30 days are subject to a 2% monthly finance charge. PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1395046
Invoice Date	2022-12-13
Invoice Total	$1,438.55
Please Pay	$1,438.55

Make Check Payable to: LONG ENERGY
Amount Enclosed: $ _____
Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

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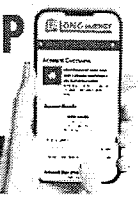

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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

TICKET 12/22/22

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1398203	2022-12-20

Quantity	Item Number	Description	Unit Price	TOTAL
413.60	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/20/2022 Starting Meter Reading: 0, Ending Meter Reading: 413.60 10 GRT DIESEL 2021: 11 ST SALES-D: CT SALES-DIESEL/GAL SCHDY:	$4.1990 $64.31 $0.00 $33.09	$1,736.71

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

Sub Total	$1,736.71
Tax Total	$97.40
Invoice Total	$1,834.11

Balance over 30 days are subject to a 2% monthly finance charge. PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1398203
Invoice Date	2022-12-20
Invoice Total	$1,834.11
Please Pay	$1,834.11

Make Check Payable to: LONG ENERGY

Amount Enclosed: $ _____

Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

LONG ENERGY

HADLEY, NY 12835
(518) 696-2122

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TICKET 12/24/22

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Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1400612	2022-12-23

Quantity	Item Number	Description	Unit Price	TOTAL
301.70	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/23/2022 Starting Meter Reading: 0, Ending Meter Reading: 301.70	$4.2490	$1,281.92
		10 GRT DIESEL 2021: 11 ST SALES-D: CT SALES-DIESEL/GAL SCHDY:	$46.91 $0.00 $24.14	

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:

3083 CARMEN ROAD - SCHENECTADY, NY 12303

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Sub Total	$1,281.92
Tax Total	$71.05
Invoice Total	$1,352.97

Balance over 30 days are subject to a 2% monthly finance charge. PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #	102125
Payment Terms:	Net 60
Invoice #	1400612
Invoice Date	2022-12-23
Invoice Total	$1,352.97
Please Pay	$1,352.97

Make Check Payable to: LONG ENERGY

Amount Enclosed: $ _____

Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

LONG ENERGY

2880 CURRY ROAD SCHENECTADY, NY 12303 (518) 465-6647
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1435 ROUTE 9
CASTLETON, NY 12033

TICKET 12/30/22

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1403631	2022-12-27

Quantity	Item Number	Description	Unit Price	TOTAL
420.90	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/27/2022 Starting Meter Reading: 0, Ending Meter Reading: 420.90	$4.4490	$1,872.58
		10 GRT DIESEL 2021:	$65.45	
		11 ST SALES-D:	$0.00	
		CT SALES-DIESEL/GAL SCHDY	$33.67	

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

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Sub Total	$1,872.58
Tax Total	$99.12
Invoice Total	$1,971.70

Balance over 30 days are subject to a 2% monthly finance charge PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1403631
Invoice Date	2022-12-27
Invoice Total	$1,971.70
Please Pay	$1,971.70

Make Check Payable to: LONG ENERGY
Amount Enclosed: $ _____
Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

LONG ENERGY

2880 CURRY ROAD SCHENECTADY, NY 12303 (518) 465-6647
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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

TICKET 1/4/23

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1405650	2022-12-30

Quantity	Item Number	Description	Unit Price	TOTAL
532.70	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 12/30/2022 Starting Meter Reading: 0, Ending Meter Reading: 532.70 10 GRT DIESEL 2021: 11 ST SALES-D: CT SALES-DIESEL/GAL SCHDY:	$4.4490 $82.83 $0.00 $42.62	$2,369.98

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

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Sub Total	$2,369.98
Tax Total	$125.45
Invoice Total	$2,495.43

220.

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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1405650
Invoice Date	2022-12-30
Invoice Total	$2,495.43
Please Pay	$2,495.43

Make Check Payable to: LONG ENERGY
Amount Enclosed: $ _____
Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

LONG ENERGY

2880 CURRY ROAD SCHENECTADY, NY 12303 (518) 465-6647
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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

TICKET 1/6/23

Customer Name	Delivery/Service Address	Cust #	Invoice #	Inv Date
WM J KELLER & SONS CONST CORP	3083 CARMEN ROAD - SCHENECTADY, NY 12303	102125	1409584	2023-01-05

Quantity	Item Number	Description	Unit Price	TOTAL
375.20	OFF ROAD POWER PLUS	DYED DIESEL 15PPM Delivered By: Kyle F on 01/05/2023 Starting Meter Reading: 0, Ending Meter Reading: 375.20	$4.2990	$1,612 98
		10 GRT DIESEL 2021: 11 ST SALES-D: 9 ST EXCISE-D: CT SALES-DIESEL/GAL SCHDY:	$61.35 $30 02 $30.02 $30.02	

Tank/Equipment: Fuel Tank - OFF ROAD DIESEL

For Fuel or Service At:
3083 CARMEN ROAD - SCHENECTADY, NY 12303

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Sub Total	$1,612.98
Tax Total	$151.41
Invoice Total	$1,764.39

2206

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WM J KELLER & SONS CONST CORP
1435 ROUTE 9
CASTLETON, NY 12033

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INVOICE

Customer #:	102125
Payment Terms:	Net 60
Invoice #:	1409584
Invoice Date	2023-01-05
Invoice Total	$1,764.39
Please Pay	$1,764.39

Make Check Payable to: LONG ENERGY
Amount Enclosed: $ _____
Remit To:
LONG ENERGY
2880 CURRY ROAD
SCHENECTADY, NY 12303

INVOICE - Rental

KINSLEY

Please Remit To:

KINSLEY GROUP, INC.
DEPARTMENT 2150
PO BOX 986500
BOSTON, MA 02298-6500

TICKET 12/9/22

Invoice Number: RENTAL010007
Invoice Date: 12/22/2022
Agreement Number: 004382
PO Number: SIGNED CONTRACT
TOTAL DUE: **$8,005.50**

Bill To:

WM.J.KELLER & SONS CONSTRUCTION CORP
CONSTRUCTION CORP
1435 ROUTE 9
CASTLETON, NY 12033
Phone: (518) 732-7782

Rental Location:

CHRIS HAYES
WM.J.KELLER & SONS CONSTRUCTION CORP
3083 CARMAN RD
ROTTERDAM, NY 12306
Phone: (518) 496-4977

Invoice Period:	Customer ID:	Payment Terms:	Customer Name:	Due Date:
12/5/2022-1/1/2023	020625	Net 30 Days	WM.J.KELLER & SONS CONSTRUCTION CORP	1/21/2023

Rental Lines

Equipment / Item: 200007 **Description:** 200KW GENERATOR **Model:** G150

Serial Number: 19.58695 **Invoice From:** 12/5/2022 **Invoice To:** 1/1/2023
U of M: **Quantity:** 1.00

	U of M	Rate	Quantity	Total
Line Rates	Day	$866.67	0	$0.00
	Week	$2,166.67	0	$0.00
	Month	$6,500.00	1	$6,500.00

Line Total: $6,500.00

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INVOICE - Rental

KINSLEY

Equipment / Item: ENV_CHARGE **Description:** ENVIRONMENTAL FEE **Model:**

Invoice From: 12/5/2022 **Invoice To:** 1/1/2023

U of M: E **Quantity:** 1.00

	U of M	Rate	Quantity	Total
Line Rates	Day	$21.67	0	$0.00
	Week	$54.17	0	$0.00
	Month	$162.50	1	$162.50

Line Total: $162.50

Miscellaneous Details

Description	Quantity	Unit Price	Total
FREIGHT - RENTAL DEPT.	1	$750.00	$750.00

Misc. Total: $750.00

Subtotal:	$6,662.50
Markdowns:	$0.00
Miscellaneous:	$750.00
Tax:	$593.00
TOTAL DUE:	**$8,005.50**

TICKET 12/19/22

INVOICE

McQuilkin Dewatering LLC
PO Box 53
Windsor Locks, CT 06096

MaryJo@McQDewatering.com
+1 8609872415

WM J Keller & Sons Construction

Bill to
WM J Keller & Sons Construction
1435 US-9
Castleton-on-Hudson, NY 12033
USA

Invoice details
Invoice no. : 1010
Invoice date : 12/19/22
Terms : Net 30
Due date : 1/18/23

	Product or service	Amount
1.	**Wellpoint equipment** System #2: 250 LF system with 50 wellpoints- rental period 12/15/22 to 1/12/23	$5,644.00
	Total	**$5,644.00**

Thank you for your business! Please send checks payable to McQuilkin Dewatering LLC at the address of PO Box 53 Windsor Locks, CT 06096

Note to customer

Reference purchase order #2206. The above invoice total does not include any applicable sales taxes. Please furnish the tax-exempt certificate.

TICKET 1/5/23

INVOICE

McQuilkin Dewatering LLC
PO Box 53
Windsor Locks, CT 06096

MaryJo@McQDewatering.com
+1 8609872415

WM J Keller & Sons Construction

Bill to
WM J Keller & Sons Construction
1435 US-9
Castleton-on-Hudson, NY 12033
USA

Invoice details
Invoice no. : 1013
Invoice date : 1/9/23
Terms : Net 30
Due date : 2/8/23

1.	**Services** Remobilize and assist re-installation of system #2	1 unit × $15,631.00	$15,631.00
		Total	**$15,631.00**

Thank you for your business. Please send checks payable to McQuilkin Dewatering LLC at the address of PO BOX 53 Windsor Locks, CT 06096

Note to customer

Reference purchase order #2206. The above invoice total does not include any applicable sales taxes. Please furnish the tax-exempt certificate.

22-06

United Rentals

FLUID SOLUTIONS
BRANCH 805
102 OLD WORCESTER RD
OXFORD MA 01540-1250
508-987-0034
508-987-0558 FAX

4 WEEK BILLING INVOICE

211394113-010

Customer #	: 3842732
Invoice Date	: 12/20/22
Date Out	: 10/03/22 10:00 AM
Billed Through	: 12/26/22 00:00
UR Job Loc	: CARMAN RD, SCHENECTA
UR Job #	: 38
Customer Job ID	:
P.O. #	:
Ordered By	: JAMESON PHILLIPS
Reserved By	: MARC SCOPELLETI
Salesperson	: MARC SCOPELLETI

Job Site

DEWATERING
3081 CARMAN RD
SCHENECTADY NY 12303-4550

Office: 518-732-7782 **Cell:** 518-337-8756

W M J KELLER & SONS CONSTR
1435 ROUTE 9
CASTLETON NY 12033-9649

Invoice Amount: $1,477.44

Terms: Due Upon Receipt
Payment options: Contact our credit office 888-481-2660
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC
PO BOX 100711
ATLANTA GA 30384-0711

TICKET 11/23/22

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	538/6830	HOSE 8X50 RUBBER DISCHARGE - BAUER	75.00	75.00	150.00	450.00	450.00
1	11142046	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP Make: WESTERN Model: 20TCG Serial: 20007422	150.00	150.00	300.00	900.00	900.00

Rental Subtotal: 1,350.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	(ENV/MCI)	18.000	EACH	18.00

Sales/Misc Subtotal: 18.00

Agreement Subtotal: 1,368.00
Tax: 109.44
Total: 1,477.44

COMMENTS/NOTES:

CONTACT: JAMESON PHILLIPS
CELL#: 518-337-8756

Billing period: 28 Days From 11/28/22 10:00 AM Thru 12/26/22 10:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Page: 1

United Rentals
FLUID SOLUTIONS
BRANCH 805
102 OLD WORCESTER RD
OXFORD MA 01540-1250
508-987-0034
508-987-0558 FAX

4 WEEK BILLING INVOICE

212000288-004

Customer #	: 3842732
Invoice Date	: 12/30/22
Date Out	: 10/19/22 10:00 AM
Billed Through	: 01/11/23 00:00
UR Job Loc	: CARMAN RD, SCHENECTA
UR Job #	: 38
Customer Job ID:	
P.O. #	:
Ordered By	: JAMESON PHILLIPS
Reserved By	: MARC SCOPELLETI
Salesperson	: MARC SCOPELLETI

Job Site
DEWATERING
3081 CARMAN RD
SCHENECTADY NY 12303-4550

Office: 518-732-7782 **Cell:** 518-337-8756

W M J KELLER & SONS CONSTR
1435 ROUTE 9
CASTLETON NY 12033-9649

Invoice Amount: $991.44

Terms: Due Upon Receipt
Payment options: Contact our credit office 888-481-2660
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC
PO BOX 100711
ATLANTA GA 30384-0711

TICKET 12/9/22

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11157228	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP Make: WESTERN Model: 20TCG-GLB Serial: D73338071		150.00	300.00	900.00	900.00
						Rental Subtotal:	900.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	18.000	EACH	18.00
				Sales/Misc Subtotal:	18.00
				Agreement Subtotal:	918.00
				Tax:	73.44
				Total:	991.44

COMMENTS/NOTES:

CONTACT: JAMESON PHILLIPS
CELL#: 518-337-8756

Billing period: 28 Days From 12/14/22 10:00 AM Thru 1/11/23 10:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

220 6

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Page: 1

United Rentals
FLUID SOLUTIONS
BRANCH 805
102 OLD WORCESTER RD
OXFORD MA 01540-1250
508-987-0034
508-987-0558 FAX

4 WEEK BILLING INVOICE

211394113-011

Customer #	: 3842732
Invoice Date	: 01/11/23
Date Out	: 10/03/22 10:00 AM
Billed Through	: 01/23/23 00:00
UR Job Loc	: CARMAN RD, SCHENECTA
UR Job #	:
Customer Job ID:	
P.O. #	:
Ordered By	: JAMESON PHILLIPS
Reserved By	: MARC SCOPELLETI
Salesperson	: MARC SCOPELLETI

Job Site
DEWATERING
3081 CARMAN RD
SCHENECTADY NY 12303-4550

Office: 518-732-7782 **Cell:** 518-337-8756

W M J KELLER & SONS CONSTR
1435 ROUTE 9
CASTLETON NY 12033-9649

Invoice Amount: $1,477.44

Terms: Due Upon Receipt
Payment options: Contact our credit office 888-481-2660
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC
PO BOX 100711
ATLANTA GA 30384-0711

TICKET 12/19/22

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	538/6830	HOSE 8X50 RUBBER DISCHARGE - BAUER	75.00	[illegible].00	150.00	450.00	450.00
1	11142046	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP Make: WESTERN Model: 20TCG Serial: 20007422	150.00	150.00	300.00	900.00	900.00

Rental Subtotal: 1,350.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	18.000	EACH	18.00

Sales/Misc Subtotal: 18.00

Agreement Subtotal: 1,368.00
Tax: 109.44
Total: 1,477.44

COMMENTS/NOTES:

CONTACT: JAMESON PHILLIPS
CELL#: 518-337-8756

Billing period: 28 Days From 12/26/22 10:00 AM Thru 1/23/23 10:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

2206

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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Page: 1

PUMP SERVICE AND SUPPLY
OF TROY, INC.
1 REGATTA PLACE
TROY, NY 12180-1229

Invoice

PHONE #: (518) 272-0388 **FAX #: (518) 272-0389**

Customer No.: KELLER
Invoice No.: 34608
Page #: 1

TICKET 11/23/22

Bill To: **William J. Keller & Sons Const. Corp**
Box 1435 Route 9
Castleton On Hudson, NY 12033-9647

Ship To: **William J. Keller & Sons Const. Corp**
P/UP PSS FOR: CARMAN ROAD
ROTTERDAM PROJECT
Troy, NY 12180

Date	Ship Via	F.O.B.	Terms
11/18/2022	CUSTOMER PICK UP	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
JAMESON PHILLIPS	11/18/2022	Sid Sharpe	RA4156

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
1	1		MONTH6TSV	MONTHLY RENTAL 6" THOMPSON 6TSV DIESEL TRASH PUMP S/N 6TSV-477 6" VAC ASSISTED W/P PUMP, CANOPY, TRAILER MOUNTED WITH 8" FL X 6" FEM CAM X 8" PVC PIPE ADAPTER	4050.00	4050.00
1	1		METER	THIS INVOICE FOR ONE SHIFT CONSISTING OF CONTINUOUS DUTY	0.00	0.00
1	1		METER CONT	* METER OUT: 989 IN: USE =	0.00	0.00
1	1		FUEL	DIESEL TANK REFILL FEE FUEL CHARGE $7.50 P/GAL IF NOT RETURNED AT SAME LEVEL FUEL OUT: FULL	0.00	0.00

Invoice subtotal	4050.00
Sales tax @ 8.00000%	324.00
Invoice total	4374.00

THANK YOU FOR YOUR ORDER! IF ANY QUESTIONS CALL 518/272-0388

Thank You!

PUMP SERVICE AND SUPPLY
OF TROY, INC.
1 REGATTA PLACE
TROY, NY 12180-1229

Invoice

TICKET 12/8/22

PHONE #: (518) 272-0388 **FAX #: (518) 272-0389**

Customer No.: KELLER
Invoice No.: 34640
Page #: 1

Bill To: **William J. Keller & Sons Const. Corp**
Box 1435 Route 9
Castleton On Hudson, NY 12033-9647

Ship To: **William J. Keller & Sons Const. Corp**
Carmen Road Project
Schenectady, NY 12303

Date	Ship Via	F.O.B.	Terms
12/02/2022	OUR TRUCK	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
CORY/JAMESON	12/02/2022	Sid Sharpe	RA4161

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
1	1		MONTH12REB	MONTHLY RENTAL 12" THOMPSON 12R-EBS-75 ELECTRIC MOTOR DRIVEN PUMP, SKID MOUNTED, S/N V-501E 12' DISCHARGE, 18' CABLE, CONTROL S/N 34018, 460V, 3PH, 65' PIGTAIL	4500.00	4500.00
1	1		MONTHACCES	MONTHLY RENTAL ACCESSORIES AS LISTED ON RA4161 INCLUDING TW0 12X8"MJ REDUCERS	0.00	0.00
1	1		SRV CALL	FIELD SERVICE CALL	150.00	150 00
				Invoice subtotal		4650.00
				Freight charges		150.00
				Sales tax @ 8.00000%		384.00
				Invoice total		5184.00

THANK YOU FOR YOUR ORDER! IF ANY QUESTIONS CALL 518/272-0388

Thank You!

PUMP SERVICE AND SUPPLY
OF TROY, INC.
1 REGATTA PLACE
TROY, NY 12180-1229

TICKET 12/9/22

Invoice

PHONE #: (518) 272-0388 **FAX #: (518) 272-0389**

Customer No.: KELLER
Invoice No.: 34243
Page #: 1

Bill To: **William J. Keller & Sons Const. Corp**
Box 1435 Route 9
Castleton On Hudson, NY 12033-9647

Ship To: **William J. Keller & Sons Const. Corp**
P/UP PSS FOR: CARMEN ROAD
PROJECT ROTTERDAM, NY
Troy, NY 12180

Date	Ship Via	F.O.B.	Terms
07/08/2022	CUSTOMER PICK UP	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
CHRIS	07/08/2022	Sid Sharpe	RA4024

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
1	1		MONTH6TSV	MONTHLY RENTAL 6" THOMPSON 6TSV DIESEL TRASH PUMP S/N 6TSV-477 WITH 6" FEMALE CAM X 6" WIL SOCKET	3150.00	3150.00
1	1		METER	THIS INVOICE FOR ONE SHIFT CONSISTING OF CONTINUOUS OPERATION INCLUDED	0.00	0.00
1	1		METER CONT	METER OUT: 969 IN: USE =	0.00	0.00
1	1		FUEL	DIESEL TANK REFILL FEE FUEL CHARGE $7.50 P/GAL IF NOT RETURNED AT SAME LEVEL FUEL OUT: FULL	0.00	0.00

Invoice subtotal	3150.00
Sales tax @ 8.00000%	252.00
Invoice total	3402.00

THANK YOU FOR YOUR ORDER! IF ANY QUESTIONS CALL 518/272-0388

Thank You!

PUMP SERVICE AND SUPPLY
OF TROY, INC.
1 REGATTA PLACE
TROY, NY 12180-1229

TICKET 12/14/22

Invoice

PHONE #: (518) 272-0388 **FAX #: (518) 272-0389**

Customer No : KELLER
Invoice No. 34247
Page #: 1

Bill To: **William J. Keller & Sons Const. Corp**
Box 1435 Route 9
Castleton On Hudson, NY 12033-9647

Ship To: **William J. Keller & Sons Const. Corp**
P/UP PSS FOR:
1435 Route 9
Castleton On Hudson, NY 12033-9647

Date	Ship Via	F.O.B.	Terms
07/08/2022	CUSTOMER PICK UP	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	07/08/2022	Jason Coonrad	13234

Quantity Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
1	1		LB-800	TSURUMI LB-800 ELECTRIC SUBMERSIBLE PUMP S/N 21697441683; 1HP, 110V, 1PH, 2" DISCHARGE WITH 50' CABLE AND PLUG. NO CONTROL	580.00	580.00
1	1		IOM MANUAL	INSTALLATION,OPERATION AND MAINTENANCE MANUAL	0 00	0 00

Invoice subtotal	580 00
Sales tax @ 8.00000%	46.40
Invoice total	626 40

THANK YOU FOR YOUR ORDER! IF ANY QUESTIONS CALL 518/272-0388

Thank You!

TICKET 12/17/22

PUMP SERVICE AND SUPPLY
OF TROY, INC.
1 REGATTA PLACE
TROY, NY 12180-1229

Invoice

PHONE #: (518) 272-0388 **FAX #: (518) 272-0389**

Customer No.: KELLER
Invoice No.: 34334
Page #: 1

Bill To: **William J. Keller & Sons Const. Corp**
Box 1435 Route 9
Castleton On Hudson, NY 12033-9647

Ship To: **William J. Keller & Sons Const. Corp**
P/UP PSS FOR: CARMEN ROAD
PROJECT ROTTERDAM, NY
Troy, NY 12180

Date	Ship Via	F.O.B.	Terms
08/08/2022	CUSTOMER PICK UP	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
CHRIS	08/08/2022	Sid Sharpe	RA4024

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
1	1		MONTH6TSV	MONTHLY RENTAL 6" THOMPSON 6TSV DIESEL TRASH PUMP S/N 6TSV-477 WITH 6" FEMALE CAM X 6" WIL SOCKET	3150.00	3150.00
1	1		METER	THIS INVOICE FOR ONE SHIFT CONSISTING OF CONTINUOUS OPERATION INCLUDED	0.00	0.00
1	1		METER CONT	METER OUT: 969 IN: USE =	0.00	0.00
1	1		FUEL	DIESEL TANK REFILL FEE FUEL CHARGE $7.50 P/GAL IF NOT RETURNED AT SAME LEVEL FUEL OUT: FULL	0.00	0.00

Invoice subtotal	3150.00
Sales tax @ 8.00000%	252.00
Invoice total	3402.00

THANK YOU! WE APPRECIATE YOUR BUSINESS.

Thank You!

WALTER S. PRATT & SONS, INC.

P.O. Box 170 — 317 Columbia Street — Rensselaer, N.Y. 12144

SALES - RENTAL - SERVICE

Telephone (518) 465-1549
(800) 613-4738
Fax No: (518) 465-0712

TICKET 11/23/22

Customer ID===Contract Number
257 CONTRACT CLOSING 01-297745-01

12/19/22

WILLIAM KELLER & SONS
1435 RT 9
CASTLETON, NY 12033

KELLER,WILLIAM & SONS
1435 RT 9
CASTLETON, NY 12033

732-7782

From: MON 12/12/22
Thru: WED 12/14/22

Item No.	Qty	Description	Rate Info	Unit	Extended
0330-0060 01-6206	1	8" DRY PRIME PUMP/AUTO STADW 1051600 Serial number: 1051600 STARTING HRS 196 RETURNED HRS 197		1036.00	1036.00
0310-0051	1	8" 90 DEGREE ELBOW	DW	0.00	0.00

Receipts Summary

Date	Seq	Method	Ref/PO	Amount
12/19/22	01	Charge		1118.88
>>>>>Amt Due this Invoice:				1118.88
Total Unpaid this Contract:				1118.88

Summary

GENERAL RENTAL	1036.00
NY REN TAX	82.88
Total	1118.88

WED 12/14/22 08:00

Pg Sales Agent: Date: Customer: Contract:
1 JEFF ROSE 12/19 KELLER,WILLIAM & SONS 01-297745-01

A 1½% INTEREST CHARGE PER MONTH 18% PER ANNUM WILL BE ADDED TO ALL ACCOUNTS PAST 30 DAYS

FEDERAL ID# 141442115

R 12.0.3

WALTER S. PRATT & SONS, INC.

SALES - RENTAL - SERVICE

Telephone (518) 465-1549
(800) 613-4738
Fax No: (518) 465-0712

TICKET 11/23/22

Customer ID 257 — SALES INVOICE — Contract Number 01-297517-02

12/13/22

WILLIAM KELLER & SONS
1435 RT 9
CASTLETON, NY 12033

KELLER, WILLIAM & SONS
1435 RT 9
CASTLETON, NY 12033

732-7782

P/O number: J[illegible]2206

Out: TUE 12/13/22

Item No.	Qty	Description	Rate Info	Unit	Extended
0900-0236	2	.2"X 20' WATER SUCTION HOSE CAB 150 2X20WS		127.00	254.00

Receipts Summary

Date	Seq	Method	Ref/PO	Amount
12/13/22	02	Charge		274.32
>>>>>Amt Due this Invoice:				274.32
Total Unpaid this Contract:				274.32

Summary

GENERAL RESALE	254.00
NY REN TAX	20.32
Total	274.32

Pg Sales Agent: [illegible] JEFF ROSE

Date: 12/13 Customer: KELLER, WILLIAM & SONS Contract: FEDERAL ID# 14-1402115

A 1 1/2% INTEREST CHARGE PER MONTH, 18% PER ANNUM WILL BE ADDED TO ALL ACCOUNTS PAST 30 DAYS

R 12.0.3

xylem
Let's Solve Water

godwin FLYGT

Invoice

Sold by:
Branch 032
1373 Indian Fields Rd
Feura Bush, NY 12067
Tel: 518-767-2340
Fax: 518-767-2354

TICKET 11/23/22

Remit to: Xylem Dewatering Solutions, Inc.
26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.

SOLD TO
Wm J Keller & Sons Construction Corp
1435 Route 9
Castleton On Hudson, NY 12033-9649

SHIP TO
Wm J Keller & Sons Construction Corp
4th St./2nd St. AVe Pump Station
Schenectady, NY 12306

Cust. No.	Invoice Date	Invoice No.
00015507	11-08-2022	401209946

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
J Hutchins		10-19-2022	232005072	Seth Morris	Seth Morris	Net 30

QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
1	DZONE01ROLLBACK	Delivery Zone 1 - Rollback			180.00	180.00
19	FUELSURCHARGE	Fuel Surcharge by the Mile			0.85	16.15
1	ENVFEE	Environmental Fee				140.00

2206

ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
$ 10,944.00	$ 0.00	$ 196.15	$ 140.00	$ 902.41

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice **$ 12,182.56**

LaBella
Powered by partnership

31892.01 Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road
Dewatering Task Cost Tracking Spreadsheet

Date: 01/20/2023

Date	T&M Cost	Notes
10/3/2022	$ 53,971.00	Installed initial well points around Carman Road PS. No backup provided for McQ Dewater & UR pump figures on T&M sheet
10/4/2022	$ 5,867.00	Installed initial well points around Carman Road pump station
10/5/2022	$ 13,679.00	Installed initial well points around Carman Road pump station
10/7/2022	$ 6,768.00	Set up bypass pumps at 4th St pump station
10/11/2022	$ 203.00	Installed meters at Carman Road and 4th St pump stations
10/12/2022	$ 4,882.00	Bypass failure at 4th St pump station
10/13/2022	$ 3,411.00	Bypass failure at 4th St pump station
10/14/2022	$ 3,011.00	Charge for clearing the lot adjacent to building #3140. Lot was prematurely cleared, did not use this lot for dewatering
10/15/2022	$ 394.00	Meter check, fuel pumps
10/17/2022	$ 6,333.00	Prepped for dewatering well points & header from SMH-7 to SMH-9
10/18/2022	$ 37,527.00	Installed well points from SMH-7 to SMH-8
10/19/2022	$ 11,063.00	Installed well points from SMH-7 to SMH-8. Swapped pumps at 4th St pump station (+/- $3,000 for labor)
10/20/2022	$ 6,515.00	Installed well points from SMH-8 to SMH-9
10/21/2022	$ 1,761.00	Tuned new bypass pumps 5 hours
10/22/2022	$ 394.00	Foreman 2 hour charge for checking meters
10/23/2022	$ 432.00	Foreman 2 hour charge for checking meters
10/24/2022	$ 848.00	Meter check, fuel pumps
10/25/2022	$ 644.00	Meter check, fuel pumps. Both carman road pump station and carman farms pumps were shut down?
10/26/2022	$ 574.00	Meter check, fuel pumps
10/27/2022	$ 1,602.00	Swapped pumps, pumps at CRPS and CF shut down
10/28/2022	$ 327.00	Meter check, fuel pumps
10/29/2022	$ 1,576.00	Bypass failure at 4th St pump station, broken hose
10/31/2022	$ 410.00	Changed 4th St bypass hose
11/1/2022	$ 247.00	Meter reading
11/2/2022	$ 2,680.00	Servicing bad bypass pumps at 4th St
11/3/2022	$ 327.00	Meter reading
11/4/2022	$ 3,086.00	Removed well points from the ground, SMH-7 to Sta. 5+90 (80')
11/5/2022	$ 394.00	Meter reading
11/6/2022	$ 432.00	Meter reading
11/7/2022	$ 164.00	Meter reading

LaBella
Powered by partnership

31892.01 Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road
Dewatering Task Cost Tracking Spreadsheet

Date: 01/20/2023

Date	T&M Cost	Notes
11/8/2022	$ 164.00	Meter reading
11/9/2022	$ 164.00	Meter reading
11/10/2022	$ 327.00	Meter reading
11/11/2022	$ 164.00	Meter reading
11/12/2022	$ 591.00	Meter reading
11/15/2022	$ 624.00	Meter reading, removed hose and silt sock to discharge point behind Super 8 motel
11/16/2022	$ 34,415.00	Drilled dewatering pipe underneath Carman Road
11/17/2022	$ 13,847.00	Drilled dewatering pipe underneath Carman Road
11/18/2022	$ 6,912.00	Set up pumps at CRPS to discharge water through the drilled pipes towards Carman Farms
11/18/2022	$ 35,747.00	discharge cost to Schenectady
11/19/2022	$ 5,106.00	Hooked up new pump at Carman Road pump station, pump broke down yesterday 11/18
11/20/2022	$ 647.00	foreman 3 hours charge for meter reading?
11/21/2022	$ 9,993.00	Set up piping underneath Carman Road for dewatering
11/22/2022	$ 10,069.00	Set up piping underneath Carman Road for dewatering
11/23/2022	$ 25,019.00	Hooked up 2nd pump into dewatering system at CRPS
11/28/2022	$ 349.00	T&M says for locatinng buried footing?
11/28/2022	$ 6,679.00	Removed remaining well points on the Carman Farms side of Carman Road
11/29/2022	$ 31,843.00	diesel fuel charges to date. Does not list gallons used
11/29/2022	$ 5,184.00	Prepped for well point system SMH-10 to CRPS. Boxed out for header
11/30/2022	$ 3,002.00	Change out pump at CRPS to stronger pump
12/1/2022	$ 31,199.00	Set well points SMH-10 to CRPS
12/2/2022	$ 5,674.00	Set up electric pump and generator at CRPS
12/5/2022	$ 1,741.00	Wrong size generator, replaced with proper size
12/6/2022	$ 164.00	Check pumps
12/7/2022	$ 4,338.00	Lower header and pump around CRPS by 5'
12/8/2022	$ 10,844.00	Set sump pipes and 2" pumps around wet well base section (+/- $5,000 for generator/pump setup)
12/9/2022	$ 18,638.00	Set sump pipes and 2" pumps around wet well base section (+/- $11,000 for generator/pump setup)
12/10/2022	$ 1,182.00	Checked pumps, changed out frozen hose
12/11/2022	$ 825.00	Check on pumps
12/12/2022	$ 3,700.00	Swapped pumps SMH-10 to CRPS, pump stopped working

LaBella
Powered by partnership

31892.01 Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road
Dewatering Task Cost Tracking Spreadsheet

Date: 01/20/2023

Date	T&M Cost	Notes
12/13/2022	$ 4,493.00	Set up additional sump pumps at CRPS wet well
12/13/2022	$ 164.00	Check pumps
12/14/2022	$ 821.00	Check pumps, $600 for pump service
12/15/2022	$ 2,145.00	Check pumps, fuel
12/15/2022	$ 1,623.00	Swapped pumps SMH-10 to CRPS, pump stopped working
12/16/2022	$ 164.00	Check pumps
12/17/2022	$ 4,163.00	Check pumps, $3,400 for pump service
12/18/2022	$ 432.00	Check pumps
12/19/2022	$ 29,894.00	Removed well points around the valve vault
12/20/2022	$ 164.00	Check pumps
12/21/2022	$ 4,429.00	Reset electric pump, removed some well points around the VV
12/22/2022	$ 2,273.00	Check pumps, fuel
12/22/2022	$ 2,163.00	Disassembled header pipes between SMH-10 and CRPS
12/23/2022	$ 1,301.00	Removed pump between SMH-10 and CRPS
12/24-12/26	$ 2,642.00	Check pumps, fuel
12/27/2022	$ 1,476.00	Charge for bruce's crew dewatering during sewer gravity main installation? Comment on T&M is "set up pumps"
12/28/2022	$ 1,476.00	Comment on T&M is "set up pumps"
12/29/2022	$ 1,488.00	Comment on T&M is "set up pumps"
12/30/2022	$ 1,190.00	Comment on T&M is "set up pumps"
12/31/2022	$ 1,713.00	Comment on T&M is "set up pumps"
1/1/2023	$ 825.00	Fuel
12/30/2022	$ 3,055.00	Fuel
1/3/2023	$ 2,848.00	Coreys crew charged 4 hours, what did they do? My records show him working on the valve vault
1/4/2023	$ 6,995.00	Installed deeper well points for gravity sewer run from SMH-10 to CRPS
1/5/2023	$ 23,156.00	Installed deeper well points for gravity sewer run from SMH-10 to CRPS
1/6/2023	$ 887.00	Check pumps & fuel. Foreman and laborer for 2 hours?
1/6/2023	$ 2,916.00	Fuel
1/7/2023	$ 788.00	Check pumps
	$ 544,357.00	
	$ 110,891.00	

City of Schenectady
Department of Finance
Bureau of Receipts - Room 100
MUNICIPAL VOUCHER BILL

Invoice

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
TOWN OF ROTTERDAM	01/19/2023	69837	$0.00	01/19/2023	$29,231.90

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
SEWER METER CHARGES BYPASS PUMPING - 4TH STREET PUMP STATION SANITARY SEWER - DISCHARGE VOLUMES - 8,589,800 AT .003401 PER GALLON	1.00	$29231.900000	EACH	$29,231.90	$0.00	$0.00	$29,231.90
					Invoice Total:		$29,231.90

ACCOUNT	AMOUNT
4TH STREET PUMP STATION	

RECEIVED
JAN 23 [illegible]
TOWN OF ROTTERDAM
PUBLIC WORKS

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂

City of Schenectady
Department of Finance
Bureau of Receipts - Room 100
MUNICIPAL VOUCHER BILL

Invoice
Remit Portion

Invoice Date	01/19/2023
Invoice Number	69837
Customer Number	56
Amount Paid	
Due Date	**01/19/2023**
Invoice Total Due	**$29,231.90**

TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

REMIT TO: City of Schenectady, City Hall, Room 100;
Schenectady, NY 12305

RESOLUTION NO. 123.23

AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A LEAK DETECTION SURVEY FOR THE ROTTERDAM JUNCTION WATER DISTRICTS NO. 3 & 4

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 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 the Rotterdam Junction Water Districts No. 3 & 4, for a lump sum fee not to exceed forty-five thousand five hundred and 00/100 ($45,500.00) dollars.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 2, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services-.Rotterdam Junction WD3&4 Leak Detection Survey
TOWN BOARD MEETING:	March 8, 2023
Background Information:	Water District Nos. 3 & 4 are served by an extensive water distribution system that consists of water mains of various age and materials. Water mains, hydrants and water services are prone to leakage which wastes treated potable water, increases the energy and chemical costs to pump and treat the water.
Evaluation/Analysis:	The NYSDEC Water Withdrawal Permit requires the Town to conduct a Water Audit and preform a Leak Detection Survey of the water distribution system to comply with permit conditions.
Recommendation(s):	Authorize the Supervisor to negotiate and execute an agreement with Prime AE for professional engineering services to assist with a Leak Detection Survey for the Rotterdam Junction Water Districts Nos. 3 & 4 funded with ARPA monies.
Attachment/Document(s):	Prime AE agreement dated February 14, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

PRIME AE®
Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

February 14, 2023

Mollie Collins
Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Rotterdam Junction WD3&4 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 a Leak Detection Survey of the Rotterdam Junction Water Districts 3 & 4. We propose the following scope of engineering services:

A. Base Services

Task 1: Design Phase

1. PRIME AE will attend a scoping meeting with Town representatives that will result in an understanding of the methods the contractor is to use (visual, acoustic ground microphone, acoustic correlation logging, other).
2. PRIME AE will review existing mapping in our files and additional mapping as provided by the Town.
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 Management

1. PRIME AE will manage and 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 160 hours for a field person to be on site during the investigation and obtain GPS locations of the issues.
3. PRIME AE will develop recommendations for repair of the leaks identified, provide site specific repair details (up to ten) and offer an opinion if the repair can be made by the Town Water Department or if a contractor should be hired.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$45,500.00**, to be billed monthly on a percentage complete basis. The following table provides a breakdown of the tasks:

Task	Lump Sum Fee
1: Design Phase	$8,000.00
2: Bid Phase	$2,500.00
3: Contract Management	$35,000.00
Total	$45,500.00

C. Exceptions and Limitations

- 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.

G. 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.

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

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:
	bhaumik hotha
Mollie Collins, Supervisor	Bhaumik Hotha, P.E. – Senior Vice President
DATE:	DATE: 2/22/2023

1. **General**. These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. Performance of Services. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry**. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification**. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

5. **Compensation**. Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

6. **Insurance**. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of $1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of $1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

7. **Confidentiality**. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. **Ownership of Documents**. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. **Suspension of Services and Termination**. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. **Force Majeure**. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain

materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. **Mutual Waiver of Consequential Damages**. Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. **Services During Construction**. If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. **Certifications**. PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. **Reliance**. PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. **Opinion of Probable Costs**. When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability**. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of $50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

17. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence**. These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability**. If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival**. These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

21. **Governing Law**. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. **Assignment**. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. 124.23

AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A WATER SYSTEM EVALUATION FOR THE ROTTERDAM JUNCTION WATER DISTRICTS NO. 3 & 4

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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114 Albany, New York 12203, for Professional Engineering Services related to a Water System Evaluation for the Rotterdam Junction Water Districts No. 3 & 4, for a lump sum fee not to exceed ninety-one thousand two hundred and 00/100 ($91,200.00) dollars.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 2, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services-.Rotterdam Junction WD3&4 System Evaluation
TOWN BOARD MEETING:	March 8, 2023
Background Information:	Water Districts No. 3 & 4 is served by an extensive water distribution system that consists of water mains, valves and hydrants of various age and materials. Many isolation valves are difficult to locate (paved over), some hydrants are inoperable, and some water services include lead service lines.
Evaluation/Analysis:	An assessment of the water system infrastructure is prudent to comply with NYSDEC permit conditions, NYSDEC/EPA lead service inventory mandate, and for the proper maintenance and operation of the Water Distribution System.
Recommendation(s):	Authorize the Supervisor to negotiate and execute an agreement with Prime AE for professional engineering services relating to a Water System Evaluation for the Rotterdam Junction Water Districts No. 3 & 4.
Attachment/Document(s):	Prime AE agreement dated February 22, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

PRIME AE®
Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

February 22, 2023

Mollie Collins
Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Rotterdam Junction WD3&4 System Evaluation
Proposal for Engineering Services – Revision 1

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this revised Proposal to provide Professional Engineering Services related to a Water System Evaluation of the Rotterdam Junction Water Districts 3 & 4. We propose the following scope of engineering services:

A. Base Services

Task 1: Information Gathering & Watermain Evaluation

1. Attend a scoping meeting with Town representatives.
2. Review existing mapping in our files and additional mapping as provided by the Town.
3. Evaluate watermain improvements, including replacing pipes with larger sizes on side streets (8" minimum), consideration for elimination of dead ends, and redundant pipes on Main Street.

Task 2: Valve Inventory

1. Develop an isolation valve inventory spreadsheet with size, location, GPS coordinate, operability (with Town personnel assistance), open/close direction. PRIME AE will perform the initial inspection of valve boxes while obtaining GPS locations and advise the Town of any access issues for operation of the valves (full of dirt, water or under pavement). Based upon our knowledge of the system there may be approximately 140 valves of varying sizes from 2" through 10".

Task 3: Lead Service Line Inventory

1. Create a lead service line inventory (related Town records to be provided) of approximately 400 water services per the Town's Annual Water System Report. We will utilize the EPA Service Line Inventory Template for this task. This also incorporates development of a targeted questionnaire to selected customers to assess the magnitude of lead services. We have also included 80 hours of field representative time to confirm assumptions.

Task 4: Hydrant Assessment

1. Perform a hydrant assessment with a deliverable consisting of a spreadsheet with ID number, location, GPS coordinate, make, model, size nozzles, Storz Nozzle (yes/no), age, operability (with Town personnel assistance), isolation valve (yes/no and GPS coordinate); color, any other notable comments. Based upon our knowledge of the system there may be approximately 65 hydrants.

Task 5: Preliminary Engineering Report

1. Prepare a water distribution system map (scale to be determined, utilizing State Coordinate Plane) using County and Google maps as the base mapping and depicting water system facilities with GPS location of valves and hydrants.
2. Develop options for water source redundancy (1 groundwater source and connection to District #5); pros and cons of consolidation with WD#5 (high level overview); regulatory and environmental considerations; funding options; cost assessment; and affordability determination.
3. Assemble the above information in a Preliminary Engineering Report whose format complies with funding agency guidelines for content.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$91,200.00**, to be billed monthly on a percentage complete basis. The following table provides a breakdown of the fee for each task.

Task	Lump Sum Fee
1: Info Gathering & Main Eval.	$9,390.00
2: Valve Inventory	$21,659.00
3: LSL Inventory	$23,966.00
4: Hydrant Assessment	$11,726.00
5: Preliminary Engineering Report	$24,458.00
Total	$91,200.00

C. Exceptions and Limitations

- PRIME AE will observe as Town Water Department personnel operate valves and hydrants.
- Town is responsible for bagging non-functioning hydrants.
- Town is responsible for dirt and debris removal from valve boxes. If valves are buried under pavement, access shall be provided by the Town.
- Computer hydraulic modeling of the distribution system is not included.

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.

G. 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.

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

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:
	Bhaumik Hotha
Mollie Collins, Supervisor	Bhaumik Hotha, P.E. – Senior Vice President
DATE:	DATE: 2/22/2023

1. **General**. These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services**. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry**. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification**. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

5. **Compensation**. Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

6. **Insurance**. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of $1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of $1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

7. **Confidentiality**. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. **Ownership of Documents**. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. **Suspension of Services and Termination**. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. **Force Majeure**. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain

materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. **Mutual Waiver of Consequential Damages.** Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. **Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. **Certifications**. PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. **Reliance**. PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. **Opinion of Probable Costs**. When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability**. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of $50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

17. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence**. These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability**. If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival**. These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

21. **Governing Law**. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. **Assignment**. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. 125.23

TO ESTABLISH AND APPOINT VARIOUS MEMBERS TO THE TOWN OF ROTTERDAM ENERGY ADVISORY COMMITTEE

WHEREAS, Town Law Section 64 vests the Town Board with the authority to appoint advisory committees; and

WHEREAS, the Town of Rotterdam (hereinafter "the Town" or "Town") has enacted a moratorium on Solar Panel installations within the Town in order to review and amend its current local laws regulating such installations; and

WHEREAS, the Town Board wishes to establish the advisory committee and appoint the members of the advisory committee to serve in an advisory capacity to the Town Board and as volunteers who shall serve without compensation and make no official decisions on behalf of the Town; and

WHEREAS, the advisory committee shall be named the Town of Rotterdam Energy Advisory Committee; and

WHEREAS, the Town of Rotterdam Energy Advisory Committee shall be comprised of ten (10) members, to serve a term of approximately two (2) years; and

WHEREAS, the members shall be appointed by the Town Board and the Town Supervisor shall designate one individual as the Chairperson of the Town of Rotterdam Energy Advisory Committee; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby establishes the Town of Rotterdam Energy Advisory Committee and upon recommendation of the Town Supervisor hereby appoints Patricia Matelitz, as its first Chairperson.

SECTION 2. The Town Board hereby appoints Kimberly Ricker Scannell, Bruce Bonacquist, Patricia Matelitz, Dave Bills, Renee Mertens, Del Pierce, Stephan Mesick, Calvin Rugg, Dan Brudos and JD Clairmont, are hereby appointed as members of the Town of Rotterdam Energy Advisory Committee for a two (2) year term, commencing March 8, 2023 through March 8, 2025.

SECTION 3. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 2, 2023
TO:	Town Board
FROM:	Joseph Mastroianni, Town Councilmember
TITLE OF REQUEST:	To establish and appoint various individuals to the Energy Advisory Committee
TOWN BOARD MEETING:	March 8, 2023
Background Information:	Due to the rapid expansion of Solar Arrays throughout upstate New York as a result of the 2019 New York State Climate Leadership and Community Protection Act, the Town Board put a 12-month moratorium on new Solar projects to give the Town time to revise and update its Solar Code. To assist in the creation of Town Code that aligns with the goals and vision of the newly adopted Comprehensive Plan and the broad range of knowledge, experience, interest and concern within our community, reinstituting the currently inactive Town Energy Committee will help in the shaping of Town Code relating to Sustainable and Renewable Energy, and the evaluation of Town Energy usage, Contracts, and the building life-cycle cost analysis of Town properties.
Evaluation/Analysis:	Rotterdam is unique in that the western half of the Town is rural, and the eastern half is suburban. These differing landscapes provide different contexts for the Town to consider when formulating Code to make sure Renewable Energy projects such as Solar Arrays, Wind Turbines, or Battery Storage Facilities benefit the Town, its residents, and the future vision and goals articulated in the Comprehensive Plan. Property in Rotterdam for these types of projects is highly valued for its proximity to transmission lines that converge within our boundaries, and it is important that our community benefits from such projects and is not harmed before any irreversible actions are taken. The Town also uses a lot of electricity. The Energy Committee can help evaluate different contract

options, grant and rebate opportunities, and can assist in the evaluation process for the future of the Town Court, Highway Garage, Sewage Treatment Plant, Wells, Street Lamps and other Town facilities.

Recommendation(s):

There has been tremendous interest in the community to assist in these evaluations and to help see the Town moves forward with projects that do not depress property values but provide a benefit to our community. From a great number of interested residents, I recommend the following people be appointed each to a 2-year term, for their diverse range of perspectives, experiences, and willingness and ability to contribute to the revision of our Code, and our pursuit to save taxpayer money and maximize energy efficiency:

Patricia Matelitz - CHAIR
Kimberly Ricker Scannell
Bruce Bonacquist
Dave Bills
Renee Mertens
Del Pierce
Stephan Mesick
Calvin Rugg
Dan Brudos
JD Clairmont

This Committee will meet the third Thursday of each month and the first meeting will be Thursday March 16 at 5:30pm.

Attachment/Document(s): None

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law section 64

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 126.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF FEBRUARY 22, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 22, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **March 1, 2023**
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **February 22, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **March 8 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **March 8, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **February 22, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **March 8, 2023.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

February 24, 2023

Certified Resolutions: #95-#111 for the year 2023 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, February 22, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:35 p.m. Agenda review was adjourned at approximately 6:54 p.m. All agreed to adjourn agenda review. Motion #9 was made by Councilmember Miller-Herrera and seconded by Councilmember Dodson. The Town Board Meeting started at approximately 7:00 p.m. and was adjourned at approximately 7:31 p.m. by Councilmember Dodson and seconded by Councilmember Christou. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

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

MEETING OF THE
ROTTERDAM TOWN BOARD
February 22, 2023
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

9.23 Motion to take out the wording in fees where it says inground pools include a fence and are now classified based on cost in the alteration/ repair fees on section I pools.

RESOLUTIONS

95.23 To enact Introductory Local Law No. 3 of 2023; To renumber and amend current chapter 154 of the Town Code of the Town of Rotterdam.

96.23 To recognize the introduction of an Introductory Local Law of 2023; To amend chapter 225 entitled "Taxation", and schedule a public hearing thereon.

97.23 To recognize the introduction of an Introductory Local Law of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from multi-family residential (R-3) to light industrial (I-1) and referring same to the Planning Commission for report and recommendation.

98.23 To amend the Schedule of Fees.

99.23 To accept a sidewalk easement from Rotterdam Fire District #2.

100.23 To accept and award Barton and Loguidice P.C. as the engineering firm for the Kiwanis Park Waterfront Access Improvement Project.

101.23 Call for bids for Sodium Hexametaphosphate.

102.23 Call for bids for one (1) New Pak Mor R100c smooth side 20yd body.

103.23 To authorize an agreement with Barton and Loguidice for professional engineering services for the schematic design phase for the new highway garage.

104.23 To authorize an agreement with Barton and Loguidice for professional engineering services for design and construction phase services for the renovations to the Rotterdam Town Hall.

105.23 To authorize an agreement with FCM Engineering PLLC for professional engineering services for the Rotterdam Senior Center parking lot improvements.

106.23 To authorize an agreement with FCM Engineering PLLC for professional engineering services for the design of a crosswalk at the Curry Road and Fayette Drive intersection.

107.23 To approve budget transfers to the 2022 and 2023 budget.

108.23 To authorize the Supervisor to sign an easement agreement with Bigsbee Village Condominium.

109.23 To authorize the Supervisor to sign an easement agreement with Heritage Condominiums of Rotterdam, Inc.

110.23 To appoint Nicole Pavone to the position of Account Payable/Receivable Clerk.

111.23 To accept Town Board Meeting Minutes of February 8, 2023.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 9.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023 at 7:00 p.m., the following motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to take out the wording in fees where it says inground pools include a fence and are now classified based on cost in the alteration/ repair fees on section I pools.

SECTION 2. This motion shall become effective February 22, 2023

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County NY

RESOLUTION NO. 95.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ENACT INTRODUCTORY LOCAL LAW NO. 3 OF 2023; TO RENUMBER AND AMEND CURRENT CHAPTER 154 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 3 of 2023.

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 February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County NY

RESOLUTION NO. 96.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THE INTRODUCTION OF AN INTRODUCTORY LOCAL LAW OF 2023; TO AMEND CHAPTER 225 ENTITLED "TAXATION", AND SCHEDULE A PUBLIC HEARING THEREON

WHEREAS, through resolution No. 69.05 the Town of Rotterdam has offered the RPTL 466-e, Volunteer Firefighters/Ambulance workers exemption, which allows eligible applicants to receive a 10% reduction of assessment, capped at $3,000.00; and

WHEREAS, recently passed legislation by the New York State Legislature removes the $3,000.00 cap and allows for all taxing jurisdictions to adopt by resolution a local option of this law; and

WHEREAS, taxing jurisdictions that offer the similar exemption must adopt or amend a local law, ordinance, or resolution no later than December 9, 2025; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, hereby recognizes the introduction of an Introductory Local Law of 2023: To amend Chapter 225 entitled "Taxation", of the Town Code of the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

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

> For the enactment of an Introductory Local Law of 2023, relating to the amendment of Chapter 225, Taxation, of the Town Code of the Town of Rotterdam.

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

DATED: February 22, 2023
Daily Gazette: Please publish once on February 25, 2023
Town Clerk
Post

SECTION 3. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 97.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THE INTRODUCTION OF AN INTRODUCTORY LOCAL LAW OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO LIGHT INDUSTRIAL (I-1) AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1) to facilitate the construction of six (6) 12,000 square feet warehouse buildings. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of an Introductory Local Law of 2023 to amend chapter 270, zoning, of the Town Code of the Town of Rotterdam for a change of zone from multi-family residential (R-3) to light industrial (I-1).

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

SECTION 3. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 98.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AMEND THE SCHEDULE OF FEES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the revised schedule of fees contained in this resolution as follows:

SCHEDULE OF FEES
Proposed Fees for 2023

POLICE DEPARTMENT

Chapter 71, Alarms.

A. Alarm installers
   (1) Registration with Rotterdam Police Department required annually
B. Initial permit for the installation of an emergency alarm system required
C. Service fees
   (1) First year service fee, payable at the time of application for installation

Type of Alarm	Service Fee (If installed between: January 1 - June 30)	Service Fee (If installed between July 1 - December 31)
A - Residential - UCC	$80.00	$40.00
B - Residential Outside Audible	$60.00	$30.00
C - Residential – 3rd Party	$20.00	$10.00
D - Commercial - UCC	$160.00	$80.00

(2) Annual service fee payable by January 31 of each succeeding year, upon receipt of bill

Type of Alarm	Yearly Fee
A - Residential - UCC	$ 80.00
B - Residential Outside Audible	$ 60.00
C - Residential – 3rd Party	$ 20.00
D - Commercial - UCC	$160.00

D. False alarms

(1) False alarm fees (each false alarm)

Number of False Alarms	Fee
1 through ~~8~~ 6	$0.00
7 ~~9~~ and over	$100.00

(2) Non-permitted premises (each false alarm)

Number of False Alarms	Fee
1	$0.00
2 through 4	$50.00
5	$100.00
6	$200.00
7 and over	$400.00

Chapter 225, Records, Public Access To.

A. CD, DVD or DVR	$15.00 each
B. Certified copies	$10.00 per document

Identification Photograph Fees.

A. Resident (21 and older)	$20.00 each
B. Resident (20 and younger)	$10.00 each
C. Resident Medicare eligible	$10.00 each
D. Resident senior citizen (62 and older)	$10.00 each
E. Other government agency	$10.00 each
F. Hawker, peddler or solicitor	$20.00 each
G. Town officer or town employee	Free
H. Nonresident (21 and older)	$40.00 each
I. Nonresident (20 and younger)	$20.00 each
J. Nonresident Medicare eligible	$20.00 each
K. Nonresident senior citizen (62 and older)	$20.00 each

JUSTICE COURT

Chapter 266-74, Driver Responsibility Fee.

A. Any adjudicated case, with a final disposition of guilt: $39.00

TOWN CLERK

Chapter 107, Dogs.

The following dog licensing fees shall be charged:	
A. License fee	
(1) Altered	$15.00
(2) Unaltered	$20.00
B. Dogs licensed by senior citizens (62 and older)	
(1) Altered	$5.00
(2) Unaltered	$11.00
C. Late renewal penalty	$10.00
D. Replacement tag fee	$3.00

Chapter 74, Amusements.

A. Amusement games and game room	$100 per year $50.00 after July 1 each year

Chapter 78, Auctions and Auctioneers.

A. Auction license fee	$50.00 per day
B. Yearly auctioneer license	$150.00 per year

Chapter 98, Carnivals and Tent Shows.

A. License fee	$500.00 per event

Chapter 145, Garage Sales.

A. License fee	$5.00 per day

Chapter 150, Hawking, Peddling and Soliciting.

A. Parade license	$25.00 per food vendor $25.00 per moving vendor
B. Renewal license	$25.00 for the application
C. All other solicitor permit	$150.00
D. Renewals of permit	$125.00

Chapter 173, Junkyards.

A. License	$500 per year

Chapter 244, Solid Waste.

A. Annual permit fee for waste collector trucks	$75 per truck
B. Annual compost permit fees	

Chapter 257, Taxis.

A. License fee	$125.00 per company, per yr.
B. Taxi driver license fee	$25.00 per driver, per yr.

DEPARTMENT OF PUBLIC WORKS

~~Chapter 154~~, Housing and Building Standards.
Chapter 89

A. Residential new homes and additions	
(1) The first 0 - 1,000 square feet	$500 $200.00
(2) Each additional square foot over 1,000 square feet	0.40 $0.20 per square foot
B. Nonresidential buildings and additions	
(1) The first 0 - 1,000 square feet	$600 $300.00
(2) Each additional square foot over 1,000 square feet	0.60 $.30 per square foot
C. Agricultural buildings and structures	
(1) The first 0 - 1,000 square feet	$200.00
(2) Each additional square foot over 1,000 square feet	0.20 $0.10 per square foot
D. Multiple dwellings (enclosed floor area)	
(1) The first 0 – 1,000 square feet	$500 $350.00
(2) Each additional square foot over 1,000 square feet	0.75 $.35 per square foot
E. Detached accessory buildings and structures	
(1) The first 100 square feet	$75 $35.00
(2) Each additional square foot over 100 square feet	0.60 $0.35
(3) Construction of residential handicapped ramps, and doorways shall be exempt from the provisions of this section.	
F. Alterations and repairs	

Construction Cost	Fee
$0 to $1,000.00	$50 $30.00
Over $1,000.00	$30.00 plus $25 $15.00 per each additional $1,000.00 or $2.50 $1.50 per $100 of construction cost

G. Renewable energy (all solar permits become alteration cost of construction)	
(1) Building or roof mounted	$.30 per square foot
(2) Ground mounted	$.35 per square foot

H. Building demolition

Floor Area (square feet)	Fee
0 to 199	$100 $50.00
200 to 499	$200 $100.00
500 to 1,000	$400 $200.00
1,001 to 3,000	$500 $250.00
3,001 to 5,000	$750 $500.00
Over 5,000	$750 $500.00 +$35.00 $15.00 per additional 1,000 square feet

I. A. Pools
(1) Inground with fence — $150 $125.00
(2) Aboveground — $125 $60.00

J. Permit renewal fee — $35.00 or 10% of the original cost of the permit, whichever is higher

Before the permit expires $50 / 20% whichever is higher. expired permit 50% of original permit

Stop Work Order (no current/ valid permits on parcel) — 2x the cost of the permit +500 per placard installation

K. Plumbing
(1) Commercial buildings
(a) One to three fixtures per unit — $100 $50.00
(b) Each additional fixture per unit — $10 $7.00
(2) Multiple family dwellings
(a) One to three fixtures per unit — $75 $50.00
(b) Each additional fixture per unit — $10 $5.00
(3) Residential one- and two-family dwellings
(a) One to three fixtures — $75 $30.00
(b) Each additional fixture — $10 $4.00

L. Fire inspection
(1) Annual- per public assembly — $150 $35.00
Restaurants/ Stores / places of assembly
(2) Three year-per tenant space — $ 75 per unit $50.00
For any apartment building 3 units or more/ per unit

M. Zoning letter
(1) Residential — $50 $25.00
(2) Commercial — $ 100 $50.00

Chapter 230, Sewers.

A. Septage hauler permits — $50.00 per 1,000 gallons allowed in annual permit

B. Septage discharge

$40.00 per 1,000 gallons of truck capacity
or
$40.00 per 1,000 gallons metered

C. Septic system permit — $150 $50.00

D. Sewer lateral inspection (building to sewer) — $75 $35.00

E. Sewer connections:

(1) Fees

(a) New connection or change of use inside the district or extensions — $750 $500.00 per dwelling unit
$1250 $1000.00 per commercial use

(b) New connection or change of use outside the district or extensions — $1000 $750.00 for three (3) bedrooms or less and $250.00 per bedroom over three (3) bedrooms

$1,000 for commercial use up to 5000 sq ft., $250.00 for each additional 1,000 sq ft.

(c) Apartments or condominiums — $750.00 per dwelling unit

(d) Percolation and/or pit test(s) — $35 per lot

F. Hamburg Street Sewer District 7 and all sewer district extensions

(1) New Connection June 1, 2025 and after

(a) <u>One, Two Family and Townhouses</u>

Per dwelling unit	$500.00

(b) <u>Multiple Dwellings</u>

Apartment	$750.00
Hotel	$750.00
Owner occupied	$500.00

(c)<u>Commercial</u>

Per tenant space	$1,000.00

(d) Mixed Use Building	
Per tenant space	$1,000.00
Per dwelling unit	$ 750.00
G. All Sewer Districts – User Rates (O+M Cost)	
Sewer 2 and all extensions	$306.47
Sewer 3	$251.37
Sewer 4	$0
Sewer 6	$1020.41
Sewer 7 and all extensions	$97.07

Chapter 249, Subdivision of Land.

A. Subdivision	
(1) Sketch plan	$150.00
(2) Final minor subdivision	$160.00 per lot
(3) Final major subdivision	$200.00 per lot
(4) Parkland fee for subdivisions which create additional lots	
(a) $1,000.00 per additional lot created	
(b) In any zone except I-1 or I-2, $600 per proposed apartment, condominium or townhouse dwelling unit	
(5) Advertising fee	Actual cost of legal notice
(6) Waiver of subdivision review	$100 $75.00

Chapter 265, Property Maintenance.

A. Administrative fee for noncompliance	$50.00

Chapter 267, Water.

A. Private well permit and inspection	$25.00 every three yrs
B. Water service permit	$35.00
Water Department installed	
(1) One inch tap, same side of street	$1,100.00, plus $4.00/ft
(2) One inch tap, opposite side of street	$1,500.00, plus $4.00/ft
(3) Contractor certified installation (greater than 1")	$1,650.00
C. Water District 3 and 4 user rates	
(1) Residential users rent/dwelling unit	1 unit/dwelling unit
(2) Nonmetered commercial users rent/tenant space	1 unit/tenant space

Consumption (gallons)	Rate/Unit
First 75,000 Each additional 75,000 gal. or portion thereof	$650.71

Rates as determined by the adopted Town Board budget for the year.

D. Water District 5 user rates

(1) Residential users rent/dwelling unit	1 unit/dwelling unit
(2) Nonmetered commercial users rent/tenant space	1 unit/dwelling unit

Consumption (gallons)	Rate/Unit
First 75,000 Each additional 75,000 gal. or portion thereof	$134.85

Rates as determined by the adopted Town Board budget for the year.

E. Advertising and printing notices for sewer district extension	Actual Cost
F. Advertising and printing notices for water district extension	Actual Cost
G. Underground sprinkler system permit	$75 $35.00
H. Fire suppression system	$50.00
I. Water from a Hydrant	
(1) Deposit for meter	$1,500.00
(2) Minimum Charge	$250.00
(3) After 15,000 gallons	$.25/2 gallons

Chapter 270, Zoning.

A. Site Plan	
(1) Application	$350.00
(2) Final site plan approval	$350.00
C. Fee in lieu of parkland for	
(1) Residential developments not part of a subdivision	$1,000.00 per dwelling unit
D. Special use permit.	
(1) Application fee	$500.00
(2) Advertising fee	Actual cost of the legal notice
E. Variance	
(1) Application fee	
(a) Undeveloped property	$500.00
(b) Developed property	$250.00
F. Change of zone	
(1) Application fee	$1,000.00
G. Waiver of site plan review	$100.00
H. Traffic and sign installation fee	$250.00 per sign for approved subdivision or site plans

I. Fences $75 $35.00

Chicken Permits $100 for first permit / $50 every year after / or what the Town board may have already approved.

J. Signage
- (1) Pylon sign (reface) $75.00
- (2) Pylon sign (new) $125.00
- (3) All other signage $2.50 per square foot.

K. Site development plan
- (1) First acre of land $125.00
- (2) Each additional acre of land $75.00

L. Home occupation permit $150.00
- (1) Annual renewal $25.00

M. Accessory home care units
- (1) Initial permit $50.00
- (2) Annual renewal $25.00

N. Zoning map (For Purchase in Town Clerk Office) $20.00

O. Stormwater inspection fee $100.00

(P) (7) Extension of a Final Subdivision 1st Free
- (a) 2nd Extension $150.00
- (b) 3rd Extension $300.00
- (c) 4th Extension $600.00
- (d) all consecutive extensions double in cost

HIGHWAY DEPARTMENT

Chapter 270, Zoning.

Highway Permit fees for all contractors shall be as follows:

Work to be performed	Fee
Full road cut	$750.00 on up to 100 square feet
Cut on pavement not to exceed ½ road cut	$375.00 on up to 50 square feet
Shoulder cut	$200.00
Cuts over 100 square feet	$7.50 per square foot

All public utilities that provide their own restoration shall pay a permit fee of 20¢ per linear foot of trench. The minimum fee for all public utilities shall be $100.00.

Public utilities shall share a common trench. The public utility applying for the permit shall be responsible for the payment of all fees, the supplying of paints, and the restoration of the project.

The Superintendent of Highways has the option to have the contractor complete all of the paving on large projects that may require an asphalt paver. If the contractor completes the paving, then a permit fee of $100.00 will be charged.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM N.Y. Schenectady County

RESOLUTION NO. 99.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ACCEPT A SIDEWALK EASEMENT FROM ROTTERDAM FIRE DISTRICT #2

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 accept a permanent sidewalk easement and execute all documents required for acceptance of this easement, as depicted on "Exhibit B", prepared by Huntley Associated P.C., from Rotterdam Fire District #2, located at 1400 Curry Road, Rotterdam, NY 12306.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 100.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ACCEPT AND AWARD BARTON AND LOGUIDICE P.C. AS THE ENGINEERING FIRM FOR THE KIWANIS PARK WATERFRONT ACCESS IMPROVEMENT PROJECT

WHEREAS, the Town of Rotterdam has been awarded a $225,000 grant from the Local Waterfront Improvement Grant for the Design and Construction of Kiwanis Park Waterfront Access Improvements; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) for Engineering Services for the Kiwanis Park Waterfront Access Improvements project on January 11, 2023, with responses due on February 10, 2023; and

WHEREAS, the Town received one response to the RFQ from Barton and Loguidice, P.C.; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award Barton and Loguidice P.C. as the engineering firm to assist the Town with the Kiwanis Park Waterfront Improvements Project.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 101.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

CALL FOR BIDS FOR SODIUM HEXAMETAPHOSPHATE

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

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by March 10, 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SODIUM HEXAMETAPHOSPHATE

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

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

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

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

DATED: February 22, 2023
BidNet: Please publish on February 24, 2023
Daily Gazette: Please publish on February 25, 2023
Town Clerk Post

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 102.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by March 7, 2023 at 10:00 A.M., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

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

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

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

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

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

DATED: February 22, 2023
BidNet: Please publish on February 24, 2023
Daily Gazette: Please publish once on February 25, 2023
Town Clerk Post

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 103.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SCHEMATIC DESIGN PHASE FOR THE NEW HIGHWAY GARAGE

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 and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for 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 seventy-five thousand and 00/100 ($75,000.00) dollars.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County NY

RESOLUTION NO. 104.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE RENOVATIONS TO THE ROTTERDAM TOWN HALL

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 and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services consisting of design and construction phase services for renovations to the Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam New York, 12306, for a total lump sum not to exceed two hundred fifty thousand and 00/100 ($250,000.00) dollars.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County, NY

RESOLUTION NO. 105.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH FCM ENGINEERING PLLC FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ROTTERDAM SENIOR CENTER PARKING LOT IMPROVEMENTS

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 FCM Engineering PLLC, located at 156 Spring Road, Scotia, New York 12302, for professional engineering services relating to the Rotterdam Senior Center Parking Lot Improvements, in an amount not to exceed nineteen thousand six hundred and 00/100 ($19,600.00) dollars

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 106.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH FCM ENGINEERING PLLC FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF A CROSSWALK AT THE CURRY ROAD AND FAYETTE DRIVE INTERSECTION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with FCM Engineering PLLC, located at 156 Spring Road, Scotia, New York 12302, for professional engineering services relating to the design of a crosswalk at the Curry Road and Fayette Drive intersection, in an amount not to exceed four thousand five hundred eighty and 00/100 ($4,580.00) dollars.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 107.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPROVE BUDGET TRANSFERS TO THE 2022 AND 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	*Account No.*		*Title*	*Amount*
General	A3120 4302	FROM:	Patrol Vehicle Gas	-20,956.53
General	A3310 4302	FROM:	Traffic Control Gas	-536.98
General	A3620 4302	FROM:	Safety Insp Gas	-999.67
General	A7110 4302	FROM:	Parks Gas	-1,460.61
General	A3410 4302	FROM:	Fire Fight Gas	-3,141.37
General	A5132 4304	INTO:	Central Gas Expenditure	+27,095.16
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-2,576.28
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-2,026.41
General	A5132 4304	INTO:	Central Gas Expenditure	+4,602.69
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-1,166.59
General	A5132 4304	INTO:	Central Gas Expenditure	+1,166.59
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-1,586.59
General	A5132 4304	INTO:	Central Gas Expenditure	+1,586.59

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 **2022** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A8189 4302	FROM:	Landfill Gas	-1,559.99
General	A3410 4302	FROM:	Fire Fight Gas	-2,203.61
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+3,763.60
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-9,322.45
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-14,389.13
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+23,711.58
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-487.42

Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+487.42
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-362.41
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+362.41

SECTION 3. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2023** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
Highway	DA0909	FROM:	Highway fund balance	-510,000.00
Highway	DA5110 2000	INTO:	Highway Equipment	+510,000.00

SECTION 4. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 108.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE THE SUPERVISOR TO SIGN AN EASEMENT AGREEMENT WITH BIGSBEE VILLAGE CONDOMINIUM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is authorized to accept and sign a permanent easement for the maintenance and improvements to sewer infrastructure across the Bigsbee Village Condominium property located at 1976 Curry Rd, Rotterdam, NY 12303, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 109.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE THE SUPERVISOR TO SIGN AN EASEMENT AGREEMENT WITH HERITAGE CONDOMINIUMS OF ROTTERDAM, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is authorized to accept and sign a permanent easement for the maintenance and improvements to sewer infrastructure across the Heritage Condominiums of Rotterdam, Inc. property located at 2000 Curry Rd, Rotterdam, NY 12303, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County, NY

RESOLUTION NO. 110.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT NICOLE PAVONE TO THE POSITION OF ACCOUNT PAYABLE/RECEIVABLE CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Nicole Pavone, of Rotterdam, New York 12303, is hereby appointed to the position of Accounts Payable/Receivable Clerk, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-four thousand four hundred twenty-eight and 26/100 ($44,428.26) dollars, commencing February 27, 2023.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 111.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 22, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ACCEPT TOWN BOARD MEETING MINUTES OF FEBRUARY 8, 2023

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 8, 2023 Town Board meeting as attached.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 22, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 24, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 127.23

TO APPROVE THE HARDSHIP APPLICATION OF BUEKENDAAL TEMPLE ASSOCIATION, CYPRUS SHRINERS, SCHENECTADY SHRINE CLUB, AND NOTRE DAME BISHOP GIBBONS SCHOOL (HEREINAFTER "THE ORGANIZATIONS") SUFFICIENT TO WARRANT THE CONDUCTING OF BINGO AND/OR GAMES OF CHANCE WITHIN THE TOWN OF ROTTERDAM

WHEREAS, on January 11, 2023 the Town Board of the Town of Rotterdam held a public hearing to consider whether a hardship or necessity exists sufficient to warrant the conducting of Bingo or other games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam; and

WHEREAS, the Public Hearing was closed on January 25, 2023; and

WHEREAS, Town employees have reviewed the evidence submitted by the organizations relative to the hardship application; and

WHEREAS, the New York State gaming commission has reviewed the evidence submitted by the organizations relative to the hardship application; 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 does hereby find that the organizations have established that a hardship or necessity sufficient, to warrant the conducting of Bingo or other games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby grants the Organizations a hardship determination, which the Organizations may take to the New York State Gaming Commission.

SECTION 3. This resolution shall become effective March 8, 2023.

DATED: March 8, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 350.22

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

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

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

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

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: The Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 11, 2023, at 7:00 p.m. for the following purpose:

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

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

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

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

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

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

DATED: December 14, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 14, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 16, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

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

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 6, 2022

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

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

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

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

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

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

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

Attachment/Documents(s): Letters attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Supervisors Office

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

December 1, 2022

To Whom it May Concern:

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

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

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

Patrick Moran '93

Interim Principal

CYPRUS TEMPLE

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

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

Joseph Guerin, Chief Rabban

Christian Wessell, Treasurer

December 1, 2022

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

Dear Ms. Marco,

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

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

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

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

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

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

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

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

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

We appreciate you attention to this matter.

Sincerely,

Richard E Van Vorst

Richard Van Vorst, Potentate
Cyprus Shrine

Ralph H. Rosenthal, President
Schenectady Shrine Club

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

Division of Charitable Gaming
GC/BC FORM 101
Application for Commercial Lessor's License

Instructions: Complete this form in duplicate. File one copy in the office of the municipal governing body where the premises is located and file the other copy with the NYS Gaming Commission at: ***NYS Gaming Commission, PO Box 7500 Schenectady, NY 12301-7500.*** If the premises is located in New York City, file with the Department of Consumer Affairs.

1. Name of Applicant (include d/b/a): Beukendaal Temple Association

Address of Applicant: 22 Schonowee Ave. Scotia N.Y. 12302
Street / City/Town/Village / State / Zip Code

518-813-2399 (Phone) thefrederick@gmail.com (Email)

2. Location of Premises to be Licensed:

93 West Campbell Rd. Rotterdam N.Y. 12306
Street / City/Town /Village / State / Zip Code

MAJ-01 (Block and Lot (if any)) Schenectady (County) (Phone)

3. ____ Individual ____ Partnership ____ Joint Venture X Association ____ Corporation ____ Other (specify)

Corporations – Attach Schedule C Individuals – Attach Schedule D All others – Attach Schedule B

NOTE: All applicants, excluding individuals, must attach a Schedule D for each person having greater than 10% proprietary, equitable or credit interest.

4. Officer or person who can furnish records and information concerning applicant:

Name Richard Frederick Title President Phone 518-813-2399 Email thefrederick@gmail..

Address 15 Horstman Dr. Glenville NY 12302
Street / City/Town/Village / State / Zip Code

5. Owner of Premises:
NOTE: Only an owner or net lessee as defined in Section 476(9) of the General Municipal Law is eligible to apply for a license.

Name Viaport LLC Phone 518-374-3713 Email terri@viaportrotterdam.com

Address 10401 US Hwy 441 Suite 336-A Leesburg FL 34788
Street / City/Town/Village / State / Zip Code

NOTE: If applicant is not the owner of the premises, owner must complete and attach applicable statements.

6. Complete and attach Bingo Rental Statement (Schedule A)

7. Have premises ever been previously used for the conduct of bingo? ____ Yes X No

When? _____

8. Has an application for this license ever been denied? _____ Yes __X__ No

If "yes" give details _____

9. If a license has previously been granted, has a rental charge in excess of the rates fixed by schedule ever been made? _____ Yes _____ No

10. Has your license ever been suspended or revoked? _____ Yes __X__ No

If "yes", give details _____

11. (a.) State whether any person not an applicant herein, or if a corporate applicant, any person not an officer, director, or stockholder of such corporation has any interest, financial, proprietary or other, direct or indirect, in the premises to be licensed, or has made any loan to the applicant for said premises or has any lien or mortgage on the fixtures in the premises. _____ Yes __X__ No

(b) If yes, set forth the names and addresses of such persons, the nature of the interest and the date acquired:

Name	Address	Nature of Interest	Date Acquired

12. (a.) Has applicant or (if a partnership) any of the partners or (if a corporation) any of the officers, directors or stockholders ever been engaged knowingly in business with a professional gambler, gambling promoter or convicted criminal? _____ Yes __X__ No

(b.) If "yes", give details _____

I hereby certify that all the attached Schedules are a material part hereof and are incorporated herein as if set out in full in the application. All the answers contained in this application are a material part hereof.

I further certify that I have read and am familiar with the specifications contained in the definition of "authorized commercial lessor" set forth in section four hundred seventy-six of the general municipal law and that the applicant in all respects conforms with these specifications.

I hereby acknowledge that if there is any change with respect to any of the facts herein set forth, during the pendency of the application, such change must be reported to the municipal governing body immediately by the undersigned and that if any change occurs after the issuance of the license applied for, such change must be reported to the municipal governing body within (10) days of the date of such change. I acknowledge that failure to give the requisite notice will constitute a violation of the rules and regulations of the New York State Gaming Commission and may result in a proceeding to suspend or revoke such license.

RICHARD J. FREDERICK (Print Name of Applicant), PRESIDENT (Title) being duly sworn and says that he/she is the person above named, that he/she has read the foregoing statement and the answer therein noted, and that such answers are true and that he/she has personally affixed his/her signature to this affidavit.

NOTARY STAMP

Sworn to before me on this 1st day of March, 2023

_____ (Signature of Applicant)

_____ (Signature of Notary Public)

FRED VANSTRANDER
Notary Public, State of New York
Qualified in Schnectady County
Reg. No. 01VA5021870
My Commission Expires 12/27/2025

NYS GAMING COMMISSION

Division of Charitable Gaming

Form BC-102/102A Schedule A
Bingo Rental Statement

(To be filed with Form BC-101
"Application for Commercial Lessor's License")

Name of Applicant Beukendaal Temple Association

Location of Premises 93 West Campbell Road Rotterdam N.Y. 12306

Description: Building Size 240' x 340' Number of Floors 1 Date of Construction 1980

Areas to be Rented

Floor No.	Wide	Long	Lawful Capacity for Public Assembly Purposes	Floor No.	Wide	Long	Lawful Capacity for Public Assembly Purposes
1	106'	x 203'	500 persons			x	
		x				x	

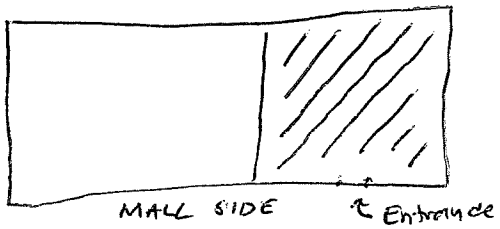
HAVE PREMISES EVER BEEN USED FOR BINGO RENTAL? ___ Yes X No

If yes, for how long? ___//___//___ to ___//___//___

SKETCH THE PREMISES SHOWING THE DIMENSIONS AND AREAS TO BE RENTED. (New applicants only)

See Exhibit A (Enclosed - last page of Lease)

Old Kmart Space at Viaport Mall (Space MA01)



1. Total number of times premises are leased out during a calendar year 365 days per year
2. Total number of times premises are leased out for bingo during a calendar year 208 days (approximately)
3. Percentage of total times premises are leased out for bingo during a calendar year 60 %
4. If premises are owned by lessor, list the following:
   a) Date premises purchased ___
   b) Original cost ___
   c) Total capital improvements made ___
   d) Current assessed value of premises ___
   e) Current book value of premises ___
5. If premises are leased by lessor, list the following:
   a) Name and address of owner Viaport LLC 10401 US Highway 441 Suite 336-A Leesburg, Florida 34788
   b) Term of lease: March// 16 // 2022 to March// 15 // 2024
   c) Annual rent # 276,780

CUSACK & COMPANY
Certified Public Accountants LLC
7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110
(518) 786-3550
FAX (518) 786-1538
E-MAIL ADDRESS: CPAS@CUSACK.CPA
WWW.CUSACK.CPA

MEMBERS OF:
AMERICAN INSTITUTE
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REPORT

Board of Directors
Beukendaal Temple Association

We have examined the projected income and expenses listed on page 2 of Form BC-102/102A Schedule A, Bingo Rental Statement for Beukendaal Temple Association for the period April 1, 2023 to March 31, 2024. Beukendaal Temple Association's management is responsible for the projection, which was prepared for the purpose of applying for a commercial lessor's license. Our responsibility is to express an opinion on the projection based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included such procedures as we considered necessary to evaluate both the assumptions used by management and the preparation and presentation of the projection. We believe that our examination provides a reasonable basis for our opinion.

In our opinion, the accompanying projection is presented in conformity with guidelines for presentation of a projection established by the American Institute of Certified Public Accountants, and the underlying assumptions prove a reasonable basis for management's projection assuming a commercial lessor's license is obtained. However, even if a commercial lessor's license is obtained, there will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying projection and this report are intended solely for the information and use of Beukendaal Temple Association management and the Town of Rotterdam and is not intended to be and should not be used by anyone other than these specified parties.

Cusack & Company, CPA's LLC

CUSACK & COMPANY, CPA'S LLC

Latham, New York
March 1, 2023

Exhibit A
21,216 sq ft of space
LOCKABLE DOORS/GATES
TEMP WALL
MALL EXCESS FROM SECOND LEVEL
SEARS HOLDINGS
STORE PLANNING
3333 Beverly Road, Hoffman Estates, IL 60179
3600 SCHENECTADY, NY
EXISTING
2009 DIVISION CAPTURE
EMILY HINDERER
09.02.09
3600 FX.DWG
Primary Route
Secondary Route
YOU ARE HERE
EMERGENCY EXITS
FIRE EXTINGUISHER

LEASE

This Lease (this "**Lease**"), dated as of the 16th day of March, 2022 (the "**Effective Date**"), is made by and between Viaport New York LLC, a New York limited liability company having an address at 93 W. Campbell Road, Schenectady, New York, 12306 ("**Landlord**"), and Beukendaal Temple Association d/b/a Schenectady Bingo Hall, a STATE OF NEW YORK 501(c) (2) organization having an address at 22 Schonowee Ave Scotia, NY 12302 ("**Tenant**"). Landlord and Tenant are also sometimes referred to herein, collectively, as the "**Parties**," or individually as a "**Party**."

1. Demise

1.1 Premises. In consideration of the payment of the Rent reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the premises known as portion of Space MAJ01 (the "**Premises**"), which Premises are within the Viaport Rotterdam Mall located at 93 W. Campbell Road, Schenectady, New York, 12306 (the "**Shopping Center**"). The Premises are shown on the site plan attached hereto as Exhibit A.

1.2 Floor Area. As used in this Lease, "**Floor Area**" means all areas designated by the landlord for the exclusive use of a tenant, as measured from the interior surface of exterior walls and from the center of interior demising walls, and includes restrooms, mezzanines, warehouse, or storage areas, clerical or office areas and employee areas and break rooms. Landlord and Tenant agree for all purposes hereunder that the Floor Area of the Premises is deemed to be minimum of twenty thousand (20,000) square feet.

1.3 Quiet Enjoyment. Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions (as defined in Section 19.3).

2. Term

2.1 Lease Term. The Term of this Lease ("**Term**") shall be the twenty-four (24) month period that commences on the Rent Commencement Date and expires on the Expiration Date.

2.2 Commencement Date. The "**Commencement Date**" shall be the Effective Date.

2.3 Rent Commencement Date. The "**Rent Commencement Date**" shall be the date that is the earlier of the date that is one hundred fifty (150) days after the Commencement Date or the date that Tenant opens for business at the Premises.

2.4 Expiration Date. The "**Expiration Date**" shall be the second (2nd) anniversary of the Rent Commencement Date. Landlord and Tenant shall each execute a memorandum, in form and substance reasonably acceptable to both Parties, confirming the Commencement Date, Rent Commencement Date and the Expiration Date once the same are known. Tenant may renew lease for additional one year terms providing the space is available.

3. Rent Tenant hereby agrees to pay Fixed Rent and Additional Rent (as such terms are defined below and collectively referred to herein as "**Rent**") for the right of use and occupancy of the Premises during the Term. All Rent payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent unless Landlord shall direct otherwise by notice to Tenant.

3.1 Fixed Rent.

(a) "**Fixed Rent**" for the Term shall be eighteen thousand and four hundred dollars ($18,400) per month beginning on the Rent Commencement Date.

(b) All Fixed Rent shall be payable in monthly installments in advance, on the first (1st) day of each calendar month included within the term of this Lease. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent unless Landlord shall direct otherwise by notice to Tenant. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

3.2 Utilities. Landlord will supply water, electric, and sewer to the Premises, and Tenant shall pay Landlord a flat monthly fee of three thousand dollars ($3,000) for the provision of such utilities (the "**Utility Payment**") beginning on the Commencement Date. To the extent there are other utilities needed by the Tenant that are not included within the foregoing, the cost that Tenant shall be charged is the same cost that Tenant would be charged by the utility company that otherwise would furnish such service to the Premises if it provided such service metered directly to the Premises. The aforementioned charges are subject to the applicable rules and regulations of the State Public Service Commission. The Utility Payment shall be payable in monthly installments in advance, on the first (1st) day of each calendar month included within the term of this Lease, beginning on the Commencement Date, with the first payment being due within fifteen (15) business days of the Commencement Date, and failure to make such payment may, at Landlord's election cause this Lease to be voided with no further force and effect. Payment shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent unless Landlord shall direct otherwise by notice to Tenant. The Utility Payment for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

3.3 Common Area Maintenance. With regard to expenses relating to the maintenance of the Shopping Center and its common areas, in lieu of charging Tenant for its proportional share of such expenses, Tenant shall pay to Landlord a flat monthly fee for common area maintenance ("**CAM**") of one thousand six hundred and sixty-five dollars

($1,665). CAM shall be payable in monthly installments in advance, on the first (1st) day of each calendar month included within the term of this Lease, beginning on the Rent Commencement Date, with the first payment being due within three (3) business days of the Rent Commencement Date, and failure to make such payment may, at Landlord's election cause this Lease to be voided with no further force and effect. Payment shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent unless Landlord shall direct otherwise by notice to Tenant. CAM for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

3.4 Additional Rent. As used in this Lease, "**Additional Rent**" shall mean and be deemed to include all sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including, without limitation, payments with respect to the Utility Payment under Section 3.2, CAM under Section 3.3, late fees, interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

3.5 Late Fee. If Tenant fails to pay when due any installment of Rent, Tenant covenants and agrees to pay to Landlord a late payment fee in an amount equal to the greater of Five Hundred Dollars ($500) or two percent (2%) of such installment. In addition, all Rent payments due hereunder, upon becoming due under this Lease and remaining unpaid when due, shall bear interest until paid at the rate of ten percent (10%) per annum.

4. Condition of the Premises

4.1 No Representations. Tenant acknowledges that, except as for the work to be performed by Landlord as set forth on Exhibit B (the "**Landlord's Work**"), it is being provided the Premises "As-Is" and that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation and air-conditioning ("**HVAC**") systems, electrical and fire sprinkler systems, and any structural or environmental matters and the present and future suitability of the Premises for Tenant's intended use; and (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau and any covenants, restrictions or other matters of record relating to the Tenant, the Premises, or the use thereof (collectively, "**Laws**"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties

regarding said matters or the condition of the Premises other than as expressly set forth in this Lease.

4.2 Tenant's Work. Except for the Landlord's Work, Tenant shall accept the Premises in an "As-Is" condition. All finish work including installation of trade fixtures and furnishings, required from time to time to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "**Tenant's Work.**" All of Tenant's Work shall be completed by Tenant at its expense and in accordance with the Work Letter attached as Exhibit C. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, alterations, signs, colors, materials, and lighting for the Premises), deposit with Landlord certificates of insurance as required by this Lease and comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within fifteen (15) days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises. Landlord may reject any proposed Tenant's Work in its sole and absolute discretion.

4.3 Covenant Against Liens. Nothing contained in this Lease shall authorize or empower Tenant to do any act which shall in any way encumber Landlord's title to the Shopping Center or the Premises, nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether claimed by operation of Law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Shopping Center or the Premises arising from any act or omission of Tenant shall attach only against Tenant's interest and shall in all respects be subordinate to Landlord's title to the Shopping Center and the Premises. If Tenant has not removed or bonded over any such lien or encumbrance within ten (10) days after written notice to Tenant by Landlord, Landlord may, but shall not be obligated to, pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity or accuracy thereof, and the amount so paid, together with all costs and expenses (including attorneys' fees) incurred by Landlord in connection therewith, shall be deemed Additional Rent reserved under this Lease and due and payable within ten (10) days after Tenant's receipt of notice of such payment by Landlord and supporting documentation.

4.4 Tenant's Signs. Before opening its store, Tenant shall install a sign which shall indicate Tenant's Trade Name or intended use above the front entrance to the Premises. Tenant's signage shall at all times be consistent with the signage design criteria for the Shopping Center as the same may be amended from time to time, including the manner and method of attachment of the signage to the building. All signage shall be subject to Landlord's approval, in Landlord's sole and absolute discretion, and Landlord agrees to respond within ten (10) business days of any request for approval. All signs must comply with all Laws, including, but not limited to, any applicable city and county code requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. At the expiration of this Lease,

Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs.

5. Use

5.1 Permitted Use. Tenant shall operate is business within the Premises for the operation of a Bingo Facility and Event/Meeting Hall that is open to the public under the trade name of Schenectady Bingo Hall ("**Tenant's Trade Name**") and no other trade name, and for no other business or purpose without the prior written consent of Landlord (the "**Permitted Use**"). Tenant shall obtain and pay for all permits, including a Certificate of Occupancy and, required for Tenant's occupancy of the Premises and shall promptly take and pay for all substantial and non-substantial actions necessary to comply with all Laws regulating the use by Tenant of the Premises, including, without limitation, the OSH Act, and the ADA. Tenant shall use commercially reasonable efforts to obtain and shall diligently pursue immediately upon execution of this Lease, any approvals or licenses from any governmental entity necessary for the Permitted Use. Tenant acknowledges and agrees that the specific Permitted Use and purpose of the Premises set forth herein are a critical element of the bargain of the Parties hereto and that actual and substantial detriment will result to Landlord and the other tenants and occupants of the Shopping Center in the event a change and/or deviation in such use and purpose shall occur or be permitted without the express written consent of Landlord. Landlord shall cooperate with and provide assistance to Tenant as is reasonably necessary to obtain the foregoing operating licenses and permits including, but not limited to, signing applications and other documents that require Landlord's signature within ten (10) days after a request from Tenant.

5.2 Prohibited Uses.

(a) Tenant shall not use or permit the use of the Premises in a manner:

(i) Outside the scope of the Permitted Use;

(ii) That violates any of the exclusive rights previously granted to other tenants of the Shopping Center;

(iii) That is unlawful (including, without limitation, any manner that is lawful under New York law but unlawful under federal law);

(iv) That creates damage, waste, or a nuisance;

(v) That emits any objectionable odors, sounds or vibrations, or allows any pests, insects, or vermin; or

(vi) That overloads the floors or impairs the structural soundness of the Premises.

(b) Tenant shall not conduct, nor permit to be conducted, any auction, fire sale, bankruptcy sale, going out of business, or similar sale on the Premises without

Landlord's prior written consent. Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

5.3 Tenant Operation. Tenant will operate its business on the Premises in a first-class and reputable manner. Tenant shall keep the Premises well lighted and in a safe, neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

5.4 Rules and Regulations. Tenant shall abide by and observe those rules and regulations established by Landlord for the Shopping Center from time to time that are determined by Landlord, in its reasonable discretion, to be necessary for the safety, security, care, and appearance of the Shopping Center or the preservation of good order therein, or for the operation and maintenance of the Shopping Center or equipment therein (collectively, the "**Rules and Regulations**"). A copy of the current Rules and Regulations for the Shopping Center is attached as Exhibit D.

5.5 Building Security. Notwithstanding the foregoing, Landlord is not responsible for the security of persons or property on or about the Premises and/or the Shopping Center. Landlord is not and shall not be liable in any way whatsoever for any criminal activity or any breach of security on or about the Premises and/or the Shopping Center. Tenant shall be responsible for obtaining and maintaining all security with respect to the interior of the Premises, whether by the use of devices, security guard personnel, or otherwise. Tenant acknowledges and agrees that Landlord shall have no liability to Tenant for the implementation or exercise of, or for the failure to implement or exercise, any security measures with respect to the interior of the Premises or the Shopping Center.

6. Common Areas

6.1 Common Areas Defined. As used in this Lease, "**Common Area(s)**" means all improved and unimproved areas within the boundaries of the Shopping Center (including any off-site employee or overflow parking areas and any additional land acquired by Landlord) which are made available from time to time for the general use, convenience, and benefit of Landlord, tenants and other persons entitled to occupy any portion of the Shopping Center and/or their customers, patrons, employees, and invitees. Tenant and all persons having business with Tenant shall have the right, without charge, to use, in common with all other occupants of the Shopping Center and all persons having business with such other occupants, and no other persons, all Common Areas of the Shopping Center, for parking and access in connection with business in the Shopping Center, and for no other purpose. Notwithstanding the foregoing, Tenant or its guests and patrons shall not be permitted to use parking spots that are marked as designated for a party such as those assigned and reserved for other tenants of the Shopping Center.

6.2 Changes to Common Areas. Landlord reserves the right to any time and from time to time to make or permit changes to the Shopping Center, including increasing, reducing, or changing the number, type, side, location, elevation, nature, and use of any of

the buildings or Common Areas, walkways, parking areas, driveways, or access ways. If the Shopping Center shall be changed as aforesaid, Landlord shall not be subject to any liability to Tenant and Tenant shall not be entitled to any compensation, or diminution or abatement of rent, not shall such change, alteration, or diminution be deemed to be a constructive eviction or actual eviction.

7. Repairs and Maintenance

7.1 Landlord's Obligations. Subject to the remainder of this Article 7 and all provisions in this Lease relating to damage, destruction, or condemnation of the Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair and keep in at least the same condition as of the Effective Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings, and exterior walls (excluding the interior and exterior finish surfaces of exterior walls, fire protection system , landscaping, driveways, parking lots, fences, retaining walls, sidewalks, parkways, windows, window frames, and doors) of any building containing the Premises. If Landlord shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. The performance of Landlord's obligations hereunder shall be subject to delays attributable to force majeure as provided in Section 25.

7.2 Tenant's Obligations. Subject to provisions in this Lease relating to damage, destruction, or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as the plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plateglass, skylights located in, on, or adjacent to the Premises. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant is responsible for removal of snow and ice from the sidewalks adjacent to the Premises.

7.3 HVAC. Tenant shall at Tenant's sole cost and expense, procure and maintain a contract, with copies to Landlord, in customary form and substance, for and with a contractor specializing and experienced in the inspection, maintenance, and service of the HVAC (as defined in Section 4.1) system for the Premises. However, Landlord reserves the right, upon on notice to Tenant, to procure and maintain the contract for the HVAC systems, and if Landlord so elects, Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent. Tenant shall be limited to $2,000 per occurrence in each HVAC maintenance, inspection & repair case.

7.4 Landlord Remedy. In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 7, Landlord may enter on the Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair, at Tenant's expense limited up to $2000 per occurrence in case of an HVAC repair, and Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

8. Security

8.1 Security Deposit. On the Effective Date, Tenant shall deliver the sum of eighteen thousand and four hundred dollars ($18,400)-(the "**Security Deposit**") to Landlord as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may, in Landlord's discretion, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, If any portion of the Security Deposit is so used, applied, or retained, Tenant shall within ten (10) days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Premises if the Premises are sold, and after such time, Landlord will have no further liability to Tenant with respect to the Security Deposit.

9. Laws

9.1 Tenant's Compliance. Tenant shall, at Tenant's expense, comply with all Laws (as defined in Section 4.1) relating to: (a) Tenant's occupancy of the Premises; (b) Tenant's Work; (c) Tenant's property; or (d) the Premises. If, however, compliance requires structural work to the Premises, Tenant shall be required to effect such compliance, at Tenant's expense, only if the obligation to comply arises from Tenant's Work, Tenant's Property, Tenant's manner of using the Premises, or any acts or negligence of Tenant, its employees, contractors, agents, or invitees.

9.2 Tenant's Permits. Tenant shall, at its own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such Authorities as shall be necessary for, or incidental to, the conduct of its business in the Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

10. Hazardous Substances

10.1 Tenant Restrictions. Tenant shall not, and shall not permit any of its subtenants, employees, contractors, agents, or invitees, to introduce into the Premises or the Shopping Center, use in the Premises or the Shopping Center or cause to be released from the Premises or the Shopping Center any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and office products in accordance with their customary use, provided that Tenant complies with all applicable Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or office products into the plumbing, drainage, or sewer system in excessive amounts. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "**Hazardous Substances**" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

10.2 Disposal. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

10.3 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its managing agent, its Superior Landlord (as defined in Section 19.1), if any, its Mortgagee (as defined in Section 19.1), if any, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

11. Insurance

11.1 Tenant's Insurance. Tenant, at Tenant's expense, shall at all times during the Term and at all times when Tenant is in possession of the Premises, maintain the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least One Million Dollars per occurrence and Two Million Dollars ($2,000,000) in the aggregate per year naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time, to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease provided the amount shall not exceed the amount then generally required of tenants entering into leases for similar permitted uses in similar buildings in the general vicinity of the Shopping Center;

(b) Property insurance in an amount equal to one hundred (100%) percent of full replacement value, with a deductible not exceeding Five Thousand Dollars ($5,000) covering Tenant's Work (including improvements and betterments, whether or not the improvements and betterments are restored), Tenant's property and the property of third parties located in the Premises, against fire and other risks, including business interruption insurance covering a period of twelve (12) months;

(c) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises;

(d) Plateglass insurance in an amount equal to the full replacement cost of all plateglass in the Premises, with a deductible not exceeding Five-Thousand Dollars ($5,000);

(e) Rental value insurance covering Rent for a period of one year, with loss payable to Landlord. Tenant shall pay the cost of such insurance directly to the insurer and shall provide Landlord proof of such insurance and payment of the premiums therefor; and

(f) Such other insurance as Landlord may reasonably require.

11.2 Certificates. Tenant shall deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date (and with respect to any insurance required under Section 11.1, before the commencement of any Tenant's Work), and at least thirty (20) days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and noncontributory (as shown on endorsement), issued by companies satisfactory to Landlord, and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least thirty (30) days' prior written notice of the cancellation.

11.3 Premium Increases. Tenant shall not do or permit to be done any act which shall invalidate or be in conflict with Landlord's insurance policies or increase the rates of insurance applicable to the Shopping Center, unless such actions are the Permitted Use of

this Lease. If, as the result of a Default, Tenant's occupancy of the Premises and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Shopping Center increase, Tenant shall reimburse Landlord for one hundred (100%) percent of such increase in premium(s), within ten (10) days after Tenant is billed therefor.

11.4 Release. Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by insurance which either party is required to maintain under this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

11.5 Subtenants. Any permitted subtenant or other occupant of the Premises shall be obligated to comply with the provisions of this Article.

12. Casualty

12.1 Loss by Casualty. In the event that at any time during the Term the Premises are totally damaged or destroyed by fire or other casualty or substantially damaged so as to render them or a material portion thereof untenantable, then there shall be a just and proportionate abatement of the Rent payable hereunder, until the Premises are made suitable for Tenant's occupancy and performance of all permitted uses (as in 5.1 Permitted Use.) In the event of any casualty damage to the Premises, Landlord shall proceed at its expense and with reasonable diligence to repair and restore the Premises (not including Tenant's trade fixtures, business equipment and furniture) to substantially the same condition they were in immediately prior to such casualty. Notwithstanding the foregoing, if Landlord or Tenant in its sole discretion determines that timely restoration is not possible or practical or that there are or will be insufficient insurance proceeds available to Landlord to accomplish same, then Landlord or Tenant shall have the right to terminate this Lease by written notice given to Landlord or Tenant within sixty (60) days after the occurrence of such casualty. In the event the Premises have not been restored to a condition substantially suitable for their intended purpose within one hundred and eighty (180) days following the issuance of all permits required for such restoration, then either Landlord or Tenant may terminate this Lease by written notice given to the other within five (5) business days following such one hundred and eighty (180) day period.

12.2 Major Casualty; End of Term. If the Premises are damaged to any extent by any casualty and, the remainder of the Term is less than twenty-four (24) months, then Landlord may, at Landlord's option, diligently pursue the repair of damage to the Premises (excluding the Tenant's Work). If Landlord elects to repair the damage, Fixed Rent will be abated on a pro rata basis while the repairs are ongoing, based on the portion of the Premises the Tenant cannot use during such period of time, which is determined at Tenant's discretion. If Landlord elects not to repair the damage, the Tenant may elect to repair the

damage at its own cost. If neither the Tenant or Landlord elect to repair the damage, this Lease will terminate effective on the date of termination set forth in the notice, and Fixed Rent will be abated on a pro-rata basis based on the portion of the Premises Tenant cannot use during the period from the date of the casualty to the date of termination of the Lease.

12.3 Limitation. Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant. If a fire or other casualty is the result of the willful misconduct, negligence, or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Fixed Rent as otherwise provided for in this Section 12. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage or losses to the Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

12.4 Tenant's Repair. If Landlord is obligated or elects to repair any damage to the Premises, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases, and Tenant's Work. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

12.5 Express Agreement. This Article 12 constitutes an express agreement governing any damage to or destruction of the Premises or the Shopping Center by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, and any other similar Laws shall have no application to a fire or other casualty.

13. Condemnation Landlord reserves for itself all rights to any damages or awards with respect to the Premises and the leasehold estate hereby created by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation Tenant grants and assigns to Landlord all Tenant's rights to such damages so reserved, except as otherwise provided herein. Tenant reserves all rights to any damages or awards relating to its trade fixtures, equipment, personal property, exterior signs and relocation costs. Tenant covenants to execute and deliver any instruments confirming such assignment as Landlord may from time-to-time reasonably request. If all the Premises are taken by eminent domain, this Lease shall terminate when Tenant is required to vacate the Premises or such earlier date as Tenant is required to begin the payments of rent to the taking authority. If a partial taking by eminent domain results in so much of the Premises being taken as to render the Premises or a material portion thereof unsuitable for Tenant's continued use and occupancy, as determined by Landlord in its reasonable discretion, either Landlord or Tenant may elect to terminate this Lease as of the date when Tenant is required to vacate the portion of the Premises so taken, by written notice to the other given not more than sixty (60) days after the date on which Tenant or Landlord, as the case may be, receives notice of the taking. If a partial taking by eminent domain does not result in such portion of the Premises as aforesaid being taken, then this Lease shall not be terminated or otherwise affected by any exercise of the right of eminent domain. Whenever any portion of the Premises shall be taken by any exercise of the right of eminent domain, and if this Lease shall not be terminated in

accordance with the provisions of this Article 13, Landlord shall, at its expense, up to the amount of any award received by Landlord, proceeding with all reasonable dispatch do such work as may be required to restore the Premises or what remains thereof (not including Tenant's trade fixtures, business equipment and furniture) as nearly as may be to the condition they were in immediately prior to such taking (subject to Force Majeure Delay and Landlord's receipt of condemnation proceeds), and Tenant shall at its expense, proceeding with all reasonable dispatch, provided sufficient condemnation proceeds are available therefor (or, if not, provided that Tenant provides additional funds needed above the amount of the condemnation proceeds available), do such work to its trade fixtures, business equipment and furniture, as may be required. A just proportion of the Rent payable hereunder, according to the nature and extent of the taking shall be abated from the time Tenant is required to vacate that portion of the Premises taken. If the Premises have not been restored to a condition substantially suitable for their intended purpose within ninety (90) days of the issuance of all permits required for such restoration, Tenant may elect to terminate this Lease by written notice to Landlord sent within five (5) business days following such ninety (90) day period.

14. Assignment and Subletting Tenant shall not assign, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (collectively, an "Assignment") or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person (collectively, a "**Sublease**")-without Landlord's prior written consent which consent Landlord may withhold in its sole and absolute discretion. It shall be reasonable for Landlord to withhold its consent to a proposed Assignment or Sublease if the proposed assignee or subtenant does not have: (a) a net worth equal to or greater than the net worth of Tenant as of the date of this Lease (Tenant must provide Landlord with evidence of such net worth simultaneously with its request regarding such proposed Assignment or Sublease); or (b) at least five (5) years of experience operating a business similar to that of the Permitted Use (Tenant must provide Landlord with evidence of such experience simultaneously with its request regarding such proposed assignment or sublease). Any Assignment or Sublease shall not release Tenant from its obligations hereunder. Notwithstanding anything herein to the contrary, in lieu of consenting to any proposed Assignment or Sublease, Landlord may, by written notice to Tenant, elect to terminate this Lease and recapture the Premises as of a date specified in said written notice (the "Recapture Date"), and enter into a direct lease with the proposed assignee or subtenant, in which event this Lease and the Term shall come to an end on the Recapture Date with the same force and effect as if the Term were, by the terms hereof, fixed to expire on such date. For the avoidance of doubt, Landlord recognizes that as part of the Permitted Use Tenant rents space to others on a short term basis, which shall not be considered an Assignment under the Lease.

15. Default

15.1 Tenant Defaults. Each of the following is a material default (a "**Default**") by Tenant under this Lease:

(a) Tenant fails to pay when due any Rent and the failure continues for five (5) days following Landlord's notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent two (2) times in any twelve (12)-month period, any additional failure to pay

any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Tenant fails to comply with any other term of this Lease and the failure continues for thirty (30) days following Landlord's notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that thirty (30)-day period, Tenant shall have an additional period not to exceed thirty (30) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that thirty (30)-day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every ten (10) days.

(c) A third party institutes against Tenant any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within sixty (60) days, or Tenant institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant or for all or a substantial portion of its assets, or Tenant commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

15.2 Landlord Cure Right. If a Default occurs, Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within ten (10) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest at the rate described in Section 3.3, from the date of payment of any such advances, costs, and expenses by Landlord

15.3 Conditional Limitation. If a Default occurs, this Lease is subject to the conditional limitation that Landlord may, at any time during the continuance of the Default, give notice to Tenant that this Lease shall terminate on the date specified in that notice, which date shall not be less than ten (10) days after Landlord gives such notice to Tenant. If Landlord gives such notice, this Lease and the Term shall expire and come to an end on the date set forth in the notice as if said date were the date originally fixed in this Lease as the Expiration Date and Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as provided in this Lease.

16. Landlord's Remedies

16.1 Right to Re-Enter. If this Lease is terminated pursuant to Section 15.3, Landlord's agents or employees may immediately or at any time thereafter re-enter the Premises and remove Tenant, its agents, employees, licenses, and any subtenants and other persons, firms, or corporations, and all or any of its or their property from the leased premises, either by summary dispossess proceedings or by any suitable action or proceedings at law or in equity [or by force, self-help, or otherwise], without being liable to

indictment or prosecution of damages therefor, and repossess and enjoy the leased premises, together with all alterations, additions, and improvements to the leased premises.

16.2 Expenses. In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the rents and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall pay to Landlord all expenses which Landlord may then or thereafter incur for legal expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord as the result of such termination, re-entry, or dispossession, for restoring the Premises to good order and condition, and for altering and otherwise preparing the Premises for reletting. Landlord may (but shall have no obligation), at any time and from time to time, relet the leased premises, in whole or in part, for any rental then obtainable either in its own name or as agent of Tenant, for a term that, at Landlord's option, may be for the remainder of the then current term of this Lease or for any longer or shorter period.

16.3 Damages. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for the remainder of the Term, taking into consideration loss of Rent while finding a new tenant, tenant improvements and rent abatements necessary to secure a new tenant, leasing brokers' commissions, and other costs which Landlord might incur in leasing the Premises to a new tenant plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring before the date of termination. Such present value shall be computed by discounting the amount due from Tenant, using a discount rate of the Applicable Federal Rate at such time.

16.4 Counterclaims; Waiver of Jury Trial. In the event that Landlord commences any proceedings for the recovery of possession of the Premises or to recover for nonpayment of Rent or Additional Rent, Tenant shall not interpose any noncompulsory counterclaim in any such proceeding. This may not, however, be construed as a waiver of Tenant's rights to assert such claim in any separate action or actions initiated by Tenant. LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN THE EVENT OF ANY PROCEEDINGS.

16.5 Cumulative Remedies. No remedy or elections hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.6 Exhaustion of Remedies. Upon any Default, Landlord may proceed directly against Tenant or any other party guaranteeing or responsible for the performance or Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

16.7 Consent to Jurisdiction. All legal actions relating to this Lease shall be adjudicated in the courts of the State of New York having jurisdiction in the county in which the Premises are located. Tenant irrevocably consents to the personal and subject matter jurisdiction of those courts in any legal action relating to this Lease or any guaranty of Tenant's obligations under this Lease, and Tenant shall not assert, by way of motion, as a defense or otherwise, any objection to any such court being the venue of such legal action or claim that such venue is an inconvenient forum for Tenant or any principal of Tenant.

16.8 Attorneys' Fees. If Landlord brings an action or proceeding involving the Premises to enforce the Terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

17. Access Landlord and Landlord's employees, agents, contractors, and other authorized representatives shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon not less than twenty-four (24) hours prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, or making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary, or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. Notwithstanding the foregoing, Landlord may at any time place on the Shopping Center any ordinary "For Sale" signs and Landlord may during the three (3) months of the Term hereof place on the Premises (but not in any show windows or within 20 feet of a doorway near Premises) any ordinary "For Lease" signs.

18. Brokers Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker, or finder in connection with this Lease that is entitled to any commission or finder's fee in connection herewith. Tenant and Landlord do each hereby agree to indemnify, protect, defend, and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder, or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and attorneys' fees reasonably incurred with respect thereto. This Section shall survive the expiration or sooner termination of this Lease.

19. Subordination

19.1 Tenant Subordination. This Lease, and the rights of Tenant under this Lease, are subject and subordinate in all respects to all present and future underlying leases of the Shopping Center, including all modifications, extensions, and replacements thereof ("**Superior Leases**") and all present and future mortgages on any Superior Lease or on the Shopping Center including all increases, renewals, modifications, extensions, supplements, consolidations, and replacements thereof ("**Mortgages**"), and all advances under any Mortgage. This Section is self-operative, and no further instrument of subordination is required. Tenant shall, within five (5) days following receipt of Landlord's request, sign, acknowledge and deliver any instrument that Landlord, any landlord under a Superior Lease ("**Superior Landlord**") or any mortgagee under a Mortgage ("**Mortgagee**") may request to evidence such subordination.

19.2 Tenant Attornment. If any Mortgagee or any Superior Landlord or any successor or assignee thereof or any purchaser at a foreclosure sale or by deed in lieu of foreclosure succeeds to the rights of Landlord under this Lease, then upon their request, Tenant shall attorn to such Mortgagee, Superior Landlord, successor, assignee, or purchaser as Tenant's landlord under this Lease. Tenant shall, within five (5) days following request by such Mortgagee, Superior Landlord, successor, or assignee, sign, acknowledge, and deliver any instrument that such Mortgagee, Superior Landlord, successor, assignee, or purchaser requests to evidence the attornment. If any Mortgagee or Superior Landlord requires any modifications of this Lease, then, provided such modifications do not materially adversely affect Tenant, Tenant shall, within ten (10) days following Tenant's receipt of a request, sign, acknowledge, and deliver to Landlord a lease amendment prepared by Landlord that shall make the required modifications.

19.3 Permitted Exceptions. This Lease and all of Tenant's rights hereunder are subject to all the matters, restrictions, and encumbrances of record (whether now existing or hereafter arising), including, without limitation, , and all restrictions in this Lease (collectively, the "**Permitted Exceptions**"). Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights, and dedications as Landlord deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps, and restrictions do not unreasonably interfere with the use or occupancy of the Premises by Tenant. When granted or recorded, such easements, rights, dedications, maps, and restrictions will be additional Permitted Exceptions. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements, rights, dedications, maps, or restrictions. Tenant shall have no right to seek damages or to cancel or terminate this Lease, and the rights and obligations of Landlord and Tenant hereunder otherwise shall not be affected, because of any rights, changes, or other matters allowed or set forth in the Permitted Exceptions.

20. Estoppel Certificates Tenant shall, at any time and from time to time, within five (5) days following its receipt of a request from Landlord, sign, acknowledge, and deliver to Landlord or any other person designated by Landlord a certification: (a) that this Lease is in full force and effect and has not been modified (or, if modified, setting forth all modifications); (b) stating the date to which the Rent has been paid; (c) stating whether or not, to its actual

knowledge, the other party is in default of its obligations under this Lease and if so, describing the default, including any event that has occurred which, with the serving of notice or the passage of time, or both, would give rise to a default; and (d) stating to its actual knowledge, any other factual matters reasonably requested by the other party or any person designated by the other party. Any certification delivered under this Section may be relied on by the third party for whom the certification is requested but shall not, as between Landlord and Tenant, affect their respective rights.

21. End of Term

21.1 Condition of Premises. Upon the expiration or sooner termination of this Lease, Tenant shall restore the Premises to their original condition as of the Commencement Date of this Lease, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Premises restored such that on or before the last day of the Lease, the Premises shall be delivered up broom swept free of Tenant's product, furniture, and equipment in good and rentable condition with all restoration work completed, and any excess materials and construction equipment used in the restoration process removed from the Premises. Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

21.2 Holdover. If the Premises are not vacated and surrendered in accordance with this Lease (whether by Tenant or any occupant related to Tenant), on the date required by this Lease, Tenant shall indemnify and hold harmless Landlord against all losses, costs, liabilities, claims, damages and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and disbursements whether in an action by or against Tenant or a third party, and including claims and liabilities of Landlord made by any succeeding tenant(s) or other third party. In addition, Tenant shall be liable to Landlord for *per diem* use and occupancy in respect of the Premises at a rate equal to two hundred percent (200%) the Fixed Rent and Additional Rent payable under this Lease for the last year of the Term (which Landlord and Tenant agree is a fair and reasonable sum under such circumstances and is not a penalty). In no event, however, shall this Section be construed as permitting Tenant (and all other occupants) to remain in possession of the Premises after the Expiration Date.

22. Notices All notices, consents, approvals, or other communication required by the provisions of this Lease to be given to Landlord or Tenant shall be in writing and shall be hand delivered or given by registered or certified mail or by Federal Express or other recognized overnight courier, addressed to the address of the party set forth on the first page hereof or to such other address as the party shall have last designated by notice. The customary receipt shall be conclusive evidence of compliance with this Article 222. Notice shall be deemed given on the earlier of the date of actual receipt, or the third (3rd) business day following the date when deposited in the U.S. mail or on the first (1st) business day following the date when deposited with such courier, postage paid.

23. Waiver of Claims Tenant agrees that, to the extent not expressly prohibited by Law, Landlord, its lenders, and its affiliates shall not be liable for (nor shall Rent abate as a result of) any direct or consequential damage (including damage claimed for actual or constructive eviction) either to person or property sustained by Tenant, its affiliates, any Subtenants, contractors, service providers, invitees, or guests of Tenant due to the Shopping Center, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident in or about said Shopping Center, or due to any act or neglect of any tenant or occupant of said Shopping Center or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, electricity, sewer gas, or odors or by the bursting, leaking, or dripping of pipes, faucets, and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all of Tenant's Improvements, trade fixtures, equipment, and all other personal property in the Premises, the Shopping Center shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Notwithstanding the foregoing, Landlord shall not hereby be exculpated from any liability arising from gross negligence or intentional misconduct of Landlord or its affiliates.

24. Waiver No waiver by Landlord of the violation of any term, covenant, or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant, or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

25. Force Majeure. In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder other than the payment of any Base Rent, Additional Rent or other sums payable hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control ("**Force Majeure**"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not be construed to excuse Tenant from making any payments due hereunder in a timely manner as set forth in this

Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Tenant or for any other reason.

If any Federal, State or County mandates operate so as to not allow Tenant from operating the Permitted Use in the Premises at one-hundred percent (100%) capacity for a period of three (3) consecutive days (the "**Restricted Period**") or more, then, if Tenant chooses not to operate during such Restricted Period then Tenant shall not be required to pay the Fixed Rent during the Restricted Period for a period of no longer than three (3) consecutive months. If mandates require restrictions on capacity beyond three (3) months or for four (4) months in any twelve (12) month period, Landlord and Tenant each reserve the right to terminate the lease with ten (10) days written notice to the other Party. Utilities and CAM will continue to be paid during any Restricted Period.

26. Tenant Indemnity Tenant shall indemnify, protect, defend, and hold harmless the Premises, Landlord and its members, managers, employees, agents, contractors, partners, and Lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities (collectively, "**Claims**") arising out of, involving, or in connection with: (a) the use and/or occupancy of the Premises by Tenant; (b) the conduct of Tenant's business on the Premises; (c) any act, omission, fault, or neglect on or about the Premises of Tenant, its agents, employees, contractors, subtenants, licensees, visitors, or invitees; or (d) any violation of any terms hereof by Tenant, except to the extent such Claim is the result of Landlord's gross negligence or willful misconduct. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall reasonably cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified. This Section shall survive the expiration or sooner termination of this Lease.

27. Miscellaneous

27.1 No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

27.2 No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless and until it has signed a copy of this lease and delivered it to Landlord, and Landlord has signed a copy of this Lease and delivered it to Tenant.

27.3 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. No change, modification, extension, renewal, ratification, rescission, termination

notice of termination, discharge, abandonment, promise, or condition relating to this Lease, shall be binding upon a Party unless made in writing and signed on its behalf by an authorized principal.

27.4 Successors and Assigns. The provisions of this Side Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto, and their respective heirs, successors, and assigns (if permitted hereunder) and the legal representatives of their estates, as the case may apply.

27.5 Time of Essence. Time is of the essence of this Lease and each and every one of its provisions.

27.6 Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for the Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent, not to be unreasonably withheld if such disclosure has a legitimate and reasonably necessary business purpose. In any event, Landlord may impose reasonable conditions on any such disclosure. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of the Landlord of any prohibition against any future disclosure.

27.7 Corporate Approval. If Landlord requests, then concurrently with its execution of the Lease, Tenant shall provide Landlord with duly authorized and executed corporate resolutions (or other evidence of authority in form and substance reasonably satisfactory to Landlord's counsel) authorizing the entering into and consummation of the transactions contemplated by this Lease and designating the corporate or other officer or officers to execute this Lease on behalf of Tenant. In any event, Tenant hereby represents and warrants to Landlord that the person(s) signing this Lease on behalf of Tenant are duly authorized to do so.

27.8 Inducement Recapture. Any agreement or provisions for free or abated rent or other charges, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants, and conditions of this Lease. Upon an Event of Default or other breach of this Lease, any such Inducement Provisions shall automatically be deemed deleted from this Lease and of no further force or effect, and any such rent, other charge, bonus, inducement, or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, notwithstanding any subsequent cure of said breach or Event of Default. The acceptance by Landlord of rent or the cure of the breach or Event of Default which initiated the operation of this Section 27.10 shall not be deemed a waiver by Landlord of the provisions of this paragraph unless specifically so stated in writing by Landlord at the time of such acceptance.

27.9 Rules of Construction. The terms "include", "including" and "such as" shall be construed as if followed by the phrase "without being limited to". The words "herein",

"hereof", "hereby", "hereunder" and words of similar import shall be construed to refer to this Lease as a whole and not to any particular Article or Section unless expressly so stated. Neither the expiration or sooner termination of this Lease shall be asserted as a defense against Landlord's enforcement of those Tenant obligations that by their nature are performable after, or might be enforced by Landlord after, the expiration of this Lease, provided that no such obligation or right of enforcement shall survive for a period in excess of one (1) year after such expiration or sooner termination of this Lease, and in all such circumstances this Lease shall be deemed to have inserted the words "such provision shall survive the expiration or sooner termination of this Lease," whether such words in fact appear or not. This Lease has been negotiated by both parties, each of whom is a sophisticated business entity, and shall be construed as the product of both of them equally. The use of the singular shall include the plural and vice versa, as appropriate in the circumstances. The term "repair" and "maintenance" shall include restoration, rebuilding and replacement as may be necessary to achieve and maintain good working order and condition. All rights of Tenant under this Lease, other than the right to use the Premises, including the common areas and utilities in connection therewith, unless Landlord elects to exercise its rights under Article 10 hereof to re-take possession of the Premises following an Event of Default) are conditioned upon Tenant not being in Event of Default, and accordingly all such rights (other than such use of the Premises and appurtenant areas for the Permitted Use) shall be deemed modified by the words "so long as Tenant is not in an Event of Default hereunder", regardless of whether such words in fact appear or not. If there is a guarantor of this Lease then no right otherwise given to Tenant (or any party associated with Tenant) may be exercised if exercise of such right would compromise, in any manner, the continuing full force and effect of such guaranty in accordance with all of its terms and provisions, and this requirement shall be deemed inserted with respect to each and every such right otherwise granted to Tenant (or any party associated with Tenant) in this Lease, whether or not in fact so stated.

27.10 Survival. All obligations of the Tenant that shall have accrued under this Lease at or prior to the expiration of the Term or earlier termination of this Lease or of Tenant's right to possession of the Premises, shall survive such expiration or termination, as shall also all obligations of the Tenant to be paid, performed, or observed subsequent to such expiration or termination pursuant to the terms of this Lease.

27.11 Landlord Exculpation. Notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord and its members, partners, submembers and subpartners, and their respective officers, directors, shareholders, agents, property managers, employees and independent contractors, and Landlord's mortgagees (collectively, the "**Landlord Parties**") under this Lease (including any successor landlord) and any recourse by Tenant against Landlord or the Landlord Parties (including any successor landlord) shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Real Property, and neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

27.12 Landlord's Title; Air Rights. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

27.13 Prohibition Against Recording. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election. Lease may be used as proof of tenancy to obtain permits required to perform Permitted Use.

27.14 Governing Law. The validity, interpretation, and performance of this Side Agreement shall be controlled by and construed under the laws of the State of New York, United States of America, as if performed wholly within that state and without giving effect to its conflict of laws principles. The Parties further agree that any action, claim or proceeding under this Agreement shall be commenced exclusively in the courts of the State of New York in Schenectady County, or the federal courts of the United States of America located in such State and county. The Parties expressly waive any objection they may have to the exclusive jurisdiction and venue of such courts. In all events, the prevailing Party shall be entitled to all costs including its reasonable attorneys' fees.

27.15 Patriot Act. Tenant hereby represents and warrants to Landlord that: (i) Tenant is in compliance with the Office of Foreign Assets Control sanctions and regulations promulgated under the authority granted by the Trading with the Enemy Act, 12 U.S.C. § 95(a) et seq., and the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., as the same apply to it or its activities; (ii) Tenant is in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time (the "Patriot Act") and all rules and regulations promulgated under the Patriot Act applicable to Tenant; and (iii) (A) Tenant is not now, nor has Tenant ever been, under investigation by any governmental authority for, nor has Tenant been charged with or convicted of a crime under, 18 U.S.C. §§ 1956 or 1957 or any predicate offense thereunder; (B) Tenant has never been assessed a civil penalty under any anti-money laundering laws or predicate offenses thereunder; (C) Tenant has not had any of its funds seized, frozen or forfeited in any action relating to any anti-money laundering laws or predicate offenses thereunder; (D) Tenant has taken such steps and implemented such policies as are reasonably necessary to ensure that it is not promoting, facilitating or otherwise furthering, intentionally or unintentionally, the transfer, deposit or withdrawal of criminally derived property, money, or monetary instruments which are (or which Tenant suspects or has reason to believe are) the proceeds of any illegal activity or which are intended to be used to promote or further any illegal activity; and (E) Tenant has taken such steps and implemented such policies as are reasonably necessary to ensure that it is in compliance with all Laws and regulations applicable to its business for the prevention of money laundering and with anti-terrorism Laws and regulations, with respect both to the source of funds from its investors and from its operations, and that such steps include the development and implementation of an anti-money laundering compliance program within the meaning of Section 352 of the Patriot Act, to the extent such a party is required to

develop such a program under the rules and regulations promulgated pursuant to Section 352 of the Patriot Act. Neither Tenant nor any other person owning a direct or indirect, legal, or beneficial interest in Tenant is in violation of the Executive Order or the Patriot Act. Neither Tenant nor any of its respective constituents, investors (direct or indirect and whether or not holding a legal or beneficial interest), or affiliates, acting or benefiting, directly or indirectly, in any capacity in connection with Landlord and/or the Shopping Center or this Agreement or any of the transactions contemplated hereby or thereby, is: (1) listed in the Annex to, or otherwise subject to the provisions of, that certain Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism (the "Executive Order"); (2) named as a "specially designated national (SDN)" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website (http://www.treas.gov.ofac/t11sdn.pdf) or at any replacement website or other replacement official publication of such list or that is named on any other Governmental Authority list issued post 9/11/01; (3) acting, directly or indirectly for terrorist organizations or narcotics traffickers, including those persons that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Financial Action Task Force on Money Laundering, U.S. Office of Foreign Assets Control, U.S. Securities and Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, all as may be amended or superseded from time to time; or (4) owned or controlled by, or acting for or on behalf of, any person described in clauses (1), (2), or (3) above (a "Prohibited Person"). None of the funds or other assets of the Tenant constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. Law, including but not limited to: (x) the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq.; (y) The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (z) any Executive Orders or regulations promulgated thereunder, with the result that a sale by Tenant or other Persons (whether directly or indirectly), is prohibited by law (an "Embargoed Person"). No Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); and none of the funds of Tenant have been derived from any unlawful activity with the result that an investment in Tenant (whether directly or indirectly) or a sale by Tenant, that is prohibited by Law or that execution, delivery, and performance of this Lease or any of the transactions or other documents contemplated hereby or thereby is in violation of Law.

27.16 Advice of Counsel. Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

27.17 Authority. Each person executing this Agreement certifies that such person is authorized to execute this Agreement on behalf of the Party for whom such execution is provided.

27.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

27.19 Relocation: Landlord may, at any time after the Effective Date, relocate Tenant to a mutually agreeable area of the Shopping Center (herein referred to as "New Premises"). The New Premises shall contain substantially the same amount of total square footage as the Premises and should have direct access from the Parking Lot. Landlord should provide at least 45 day notice for Relocation and either pay for or reimburse Tenant for cost of Relocation and an allowance of up to $5000.00 for construction costs. Monthly charges to Tenant may be proportionally reduced to reflect any decrease in square footage of the New Premises.

[Signature Page to Follow]

EXECUTED as an instrument under seal as of the date first set forth above.

LANDLORD:

By Terri Emond
Name: Terri Emond
Title: GM

TENANT:

By
Name: RICHARD J. FREDERICK
Title: B.T.I.A., PRESIDENT

EXHIBIT A

Site Plan

EXHIBIT B

Landlord's Work

Landlord shall solely be responsible for constructing a demising wall to separate the Premises from the larger unit that it is currently a part of and also ensuring that the HVAC is delivered in good working order. Landlord agrees to build and deliver the demising wall within 60 days after Effective Date.

EXHIBIT C

Tenant's Work

EXHIBIT D

Rules and Regulations

NEW YORK STATE OF OPPORTUNITY. | Gaming Commission | Division of Charitable Gaming

GC/BC FORM 103- Schedule D Individual Statement

1. Name of Individual: Richard J. Frederick Title: President
   Business Name: Beukendaal Temple Association

2. Residence Address: [redacted]
   Street Address City State Zip Code

3. Former Residence Address(es) during the past 10 years (attach an additional sheet if necessary):

City	State/Province	Country	Postal Code	From: (*Month/Year*)	To: (*Month/Year*)

4. Personal Phone Number: [redacted] Business Phone Number: (____) _____ - _____
   E-Mail Address: [redacted]

5. Date of Birth: 9 / 17 / 1979 Social Security Number [redacted]
   Citizenship: USA Marital Status: Married

6. Provide Spouse's Name:
   Sandra Kirchner
   (First and Maiden Name) (Occupation) (Address, if different)

7(a). Have you ever been known by another name? ____ yes ✓ no
If yes, please see item 7(b).

7(b). Please list former name(s): _____

8(a). Have you ever been convicted of a crime in this state or any other state? ____ yes ✓ no
If yes, please see item 8(b).

8(b). If convicted of a misdemeanor or felony, please provide:

- a statement detailing the criminal charges
- a copy of the disposition
- a Certificate of Relief from Civil Disabilities, Certificate of Good Conduct or a Pardon

Failure to provide this information will prevent you from being authorized to represent this supplier in the State of New York with regards to Games of Chance and Bingo sales.

Bureau of Licensing
One Broadway Center, P.O. Box 7500, Schenectady, NY 12301-7500
www.gaming.ny.gov

9. Are you a public employee or a public official, elected, appointed or sworn? ✓ yes ____ no
If yes, describe in detail: Scotia-Glenville School Board Member

10. Are you now or ever been a professional gambler or gambling promoter? ____ yes ✓ no

11. Within the past five years have you conducted or assisted in the conduct of games of chance or bingo in any capacity? ____ yes ✓ no If yes, give details on a separate sheet of paper.

12. Within the past five years have you been engaged in or connected with anyone who was engaged in the sales or rental of space, equipment, supplies or the rendering of services for games of chance or bingo?
____ yes ✓ no If yes, give details on a separate sheet of paper.

13(a). Are you under any obligation to pay child support? ____ yes ✓ no

Child Support Law: The NYS General Obligations law requires that every applicant or professional license, permit, or registration or any other renewal thereof, must file a written statement that, as of the date of the filing, he or she is or is not under an obligation to pay child support. Individuals who are four months or more in arrears in child support may be subject to suspension of their business, professional and/or driver's licenses. The intentional submission of false written statements for the purpose of frustrating or defeating the lawful enforcement of support obligation is punishable pursuant to Section 175.35 of the NYS Penal Law. You must answer whether or not you are under an obligation to pay child support; if you are under such an obligation and you cannot attest to one of the four requirements listed below, the registration of your license may only be renewed for a period of six months. If at the end of that period, you are still unable to attest to meeting one of the four requirements, your license may be suspended following due process.

13(b). If you are under such obligation, do you meet one of the four requirements listed in the Child Support Law Section below? ____ yes ____ no If yes, give details on a separate sheet of paper.

Child Support Law: If you are under an obligation to pay child support, you must be able to attest to one of the following four requirements: **1)** you are not four or more months in arrears in the payment of child support; **2)** you are making payments by income execution or by a court agreed payment or repayment plan or by a plan agreed to by the parties; **3)** your child support obligation is the subject of a pending court proceedings; or **4)** you are receiving public assistance or supplemental security income.

14. Will you take an active part in the day-to-day operation of the business? ____ yes ✓ no
If yes, please provide a description of routine duties on a separate sheet of paper.

Richard J. Frederick being duly sworn and says that he/she is the person above named, that
(Print Name of Applicant)
He/she has read the foregoing statement and the answer therein noted, and that such answers are true and that he/she has personally affixed his/her signature to this affidavit.

Sworn to before me on this 1st day of March, 2023

(Signature of Applicant)

(Signature of Notary Public)

NOTARY STAMP

FRED VANSTRAN
Notary Public, State of N
Qualified in Schnectady
Reg. No. 01VA5021
My Commission Expires 12

STAPL
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NEW YORK STATE OF OPPORTUNITY. | Gaming Commission | Division of Charitable Gaming

GC/BC FORM 103- Schedule D Individual Statement

1. Name of Individual: David Kazda Title: Vice President
   Business Name: Beth Kendaal Temple Association
2. Residence Address: [redacted]
   Street Address City
3. Former Residence Address(es) during the past 10 years (attach an additional sheet if necessary):

City	State/Province	Country	Postal Code	From: (*Month/Year*)	To: (*Month/Year*)
Schenectady	NY	USA	12306	6 / 99	Present
				/	/

4. Personal Phone Number: [redacted] Business Phone Number: (____) _____ - _____
   E-Mail Address: [redacted]
5. Date of Birth: 09 / 06 / 1943 Social Security Number: [redacted]
   Citizenship: USA Marital Status: S
6. Provide Spouse's Name:
   _____ (First and Maiden Name) _____ (Occupation) _____ (Address, if different)

7(a). Have you ever been known by another name? ✓ yes ___ no
If yes, please see item 7(b).

7(b). Please list former name(s): Michael David Kazda

8(a). Have you ever been convicted of a crime in this state or any other state? ___ yes X no
If yes, please see item 8(b).

8(b). If convicted of a misdemeanor or felony, please provide:

- a statement detailing the criminal charges
- a copy of the disposition
- a Certificate of Relief from Civil Disabilities, Certificate of Good Conduct or a Pardon

Failure to provide this information will prevent you from being authorized to represent this supplier in the State of New York with regards to Games of Chance and Bingo sales.

Bureau of Licensing
One Broadway Center, P.O. Box 7500, Schenectady, NY 12301-7500
www.gaming.ny.gov

March 8, 2023

9. Are you a public employee or a public official, elected, appointed or sworn? _____ yes __X__ no
If yes, describe in detail: _____

10. Are you now or ever been a professional gambler or gambling promoter? ____ yes __X__ no

11. Within the past five years have you conducted or assisted in the conduct of games of chance or bingo in any capacity? ____ yes __X__ no If yes, give details on a separate sheet of paper.

12. Within the past five years have you been engaged in or connected with anyone who was engaged in the sales or rental of space, equipment, supplies or the rendering of services for games of chance or bingo?
____ yes __X__ no If yes, give details on a separate sheet of paper.

13(a). Are you under any obligation to pay child support? ____ yes __X__ no

Child Support Law: The NYS General Obligations law requires that every applicant or professional license, permit, or registration or any other renewal thereof, must file a written statement that, as of the date of the filing, he or she is or is not under an obligation to pay child support. Individuals who are four months or more in arrears in child support may be subject to suspension of their business, professional and/or driver's licenses. The intentional submission of false written statements for the purpose of frustrating or defeating the lawful enforcement of support obligation is punishable pursuant to Section 175.35 of the NYS Penal Law. You must answer whether or not you are under an obligation to pay child support; if you are under such an obligation and you cannot attest to one of the four requirements listed below, the registration of your license may only be renewed for a period of six months. If at the end of that period, you are still unable to attest to meeting one of the four requirements, your license may be suspended following due process.

13(b). If you are under such obligation, do you meet one of the four requirements listed in the Child Support Law Section below? ____ yes ____ no If yes, give details on a separate sheet of paper.

Child Support Law: If you are under an obligation to pay child support, you must be able to attest to one of the following four requirements: **1)** you are not four or more months in arrears in the payment of child support; **2)** you are making payments by income execution or by a court agreed payment or repayment plan or by a plan agreed to by the parties; **3)** your child support obligation is the subject of a pending court proceedings; or **4)** you are receiving public assistance or supplemental security income.

14. Will you take an active part in the day-to-day operation of the business? ____ yes __X__ no
If yes, please provide a description of routine duties on a separate sheet of paper.

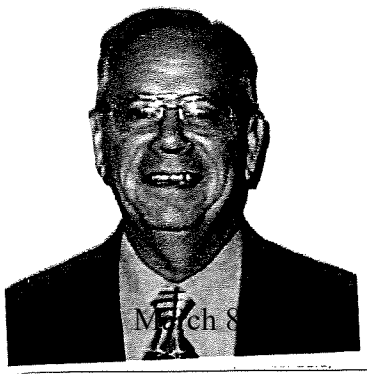
DAVID KAZDA being duly sworn and says that he/she is the person above named, that
(Print Name of Applicant)
He/she has read the foregoing statement and the answer therein noted, and that such answers are true and that he/she has personally affixed his/her signature to this affidavit.

Sworn to before me on this 1 day of February, 2023

X _____
(Signature of Applicant)

_____
(Signature of Notary Public)

NOTARY STAMP
KIMBERLY J. PLOOF
Notary Public, State of New York
Qualified in Scl
Reg. No. 0
Commission Exp



NEW YORK STATE OF OPPORTUNITY. | Gaming Commission | Division of Charitable Gaming

GC/BC FORM 103- Schedule D Individual Statement

1. Name of Individual: Ryan T Burch Title: Secretary
   Business Name: Beukendaal Temple Association

2. Residence Address: [redacted]
   Street Address City State Zip Code

3. Former Residence Address(es) during the past 10 years (attach an additional sheet if necessary):

City	State/Province	Country	Postal Code	From: (*Month/Year*)	To: (*Month/Year*)

4. Personal Phone Number [redacted] Business Phone Number: (____) _____ - _____
   E-Mail Address: [redacted]

5. Date of Birth: 07 / 28 / 1988 Social Security Number [redacted]
   Citizenship: Birth Marital Status: Single

6. Provide Spouse's Name:

   _____ _____ _____
   (First and Maiden Name) (Occupation) (Address, if different)

7(a). Have you ever been known by another name? _____ yes __X__ no
If yes, please see item 7(b).

7(b). Please list former name(s): _____

8(a). Have you ever been convicted of a crime in this state or any other state? _____ yes __X__ no
If yes, please see item 8(b).

8(b). If convicted of a misdemeanor or felony, please provide:

- a statement detailing the criminal charges
- a copy of the disposition
- a Certificate of Relief from Civil Disabilities, Certificate of Good Conduct or a Pardon

Failure to provide this information will prevent you from being authorized to represent this supplier in the State of New York with regards to Games of Chance and Bingo sales.

Bureau of Licensing
One Broadway Center, P.O. Box 7500, Schenectady, NY 12301-7500
www.gaming.ny.gov

March 8, 2023

9. Are you a public employee or a public official, elected, appointed or sworn? ____ yes ✗ no
If yes, describe in detail: _____

10. Are you now or ever been a professional gambler or gambling promoter? ____ yes ✗ no

11. Within the past five years have you conducted or assisted in the conduct of games of chance or bingo in any capacity? ____ yes ✗ no If yes, give details on a separate sheet of paper.

12. Within the past five years have you been engaged in or connected with anyone who was engaged in the sales or rental of space, equipment, supplies or the rendering of services for games of chance or bingo?
____ yes ✗ no If yes, give details on a separate sheet of paper.

13(a). Are you under any obligation to pay child support? ____ yes ✗ no

Child Support Law: The NYS General Obligations law requires that every applicant or professional license, permit, or registration or any other renewal thereof, must file a written statement that, as of the date of the filing, he or she is or is not under an obligation to pay child support. Individuals who are four months or more in arrears in child support may be subject to suspension of their business, professional and/or driver's licenses. The intentional submission of false written statements for the purpose of frustrating or defeating the lawful enforcement of support obligation is punishable pursuant to Section 175.35 of the NYS Penal Law. You must answer whether or not you are under an obligation to pay child support; if you are under such an obligation and you cannot attest to one of the four requirements listed below, the registration of your license may only be renewed for a period of six months. If at the end of that period, you are still unable to attest to meeting one of the four requirements, your license may be suspended following due process.

13(b). If you are under such obligation, do you meet one of the four requirements listed in the Child Support Law Section below? ____ yes ✗ no If yes, give details on a separate sheet of paper.

Child Support Law: If you are under an obligation to pay child support, you must be able to attest to one of the following four requirements: **1)** you are not four or more months in arrears in the payment of child support; **2)** you are making payments by income execution or by a court agreed payment or repayment plan or by a plan agreed to by the parties; **3)** your child support obligation is the subject of a pending court proceedings; or **4)** you are receiving public assistance or supplemental security income.

14. Will you take an active part in the day-to-day operation of the business? ____ yes ✗ no
If yes, please provide a description of routine duties on a separate sheet of paper.

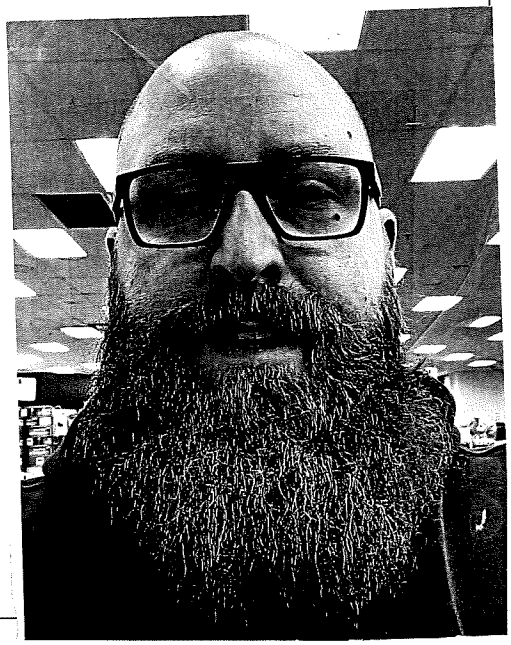
Ryan T Quick being duly sworn and says that he/she is the person above named, that
(Print Name of Applicant)
He/she has read the foregoing statement and the answer therein noted, and that such answers are true and that he/she has personally affixed his/her signature to this affidavit.

Sworn to before me on this 1st day of Feb, 2023

Ryan Quick
(Signature of Applicant)

Michelle L Knight
(Signature of Notary Public)

MICHELLE L KNIGHT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KN6385829
Qualified in Schenectady County
My Commission Expires 01-14-2027



NEW YORK STATE OF OPPORTUNITY. | Gaming Commission | Division of Charitable Gaming

GC/BC FORM 103- Schedule D Individual Statement

1. Name of Individual: James Thiessen Title: Treasurer
   Business Name: _____

2. Residence Address: [redacted]
   Street Address City State Zip Code

3. Former Residence Address(es) during the past 10 years (attach an additional sheet if necessary):

City	State/Province	Country	Postal Code	From: (*Month/Year*)	To: (*Month/Year*)
Glenville	NY	Schenectady	12302	06 / 2016	current /
Schenectady	NY	Schenectady	12306	10 / 2001	06 / 2016

4. Personal Phone Number: [redacted] Business Phone Number: (____) _____ - _____
   E-Mail Address: [redacted]

5. Date of Birth: 9 / 26 / 1976 Social Security Number: [redacted]
   Citizenship: US Marital Status: married

6. Provide Spouse's Name:
   Michelle Walsh (First and Maiden Name) Home maker (Occupation) _____ (Address, if different)

7(a). Have you ever been known by another name? _____ yes X no
If yes, please see item 7(b).

7(b). Please list former name(s): _____

8(a). Have you ever been convicted of a crime in this state or any other state? _____ yes X no
If yes, please see item 8(b).

8(b). If convicted of a misdemeanor or felony, please provide:

- a statement detailing the criminal charges
- a copy of the disposition
- a Certificate of Relief from Civil Disabilities, Certificate of Good Conduct or a Pardon

Failure to provide this information will prevent you from being authorized to represent this supplier in the State of New York with regards to Games of Chance and Bingo sales.

Bureau of Licensing
One Broadway Center, P.O. Box 7500, Schenectady, NY 12301-7500
www.gaming.ny.gov

9. Are you a public employee or a public official, elected, appointed or sworn? _____ yes ___X___ no
If yes, describe in detail: _____

10. Are you now or ever been a professional gambler or gambling promoter? ____ yes ___X___ no

11. Within the past five years have you conducted or assisted in the conduct of games of chance or bingo in any capacity? ____ yes ___X___ no If yes, give details on a separate sheet of paper.

12. Within the past five years have you been engaged in or connected with anyone who was engaged in the sales or rental of space, equipment, supplies or the rendering of services for games of chance or bingo?
____ yes ___X___ no If yes, give details on a separate sheet of paper.

13(a). Are you under any obligation to pay child support? ____ yes ___X___ no

Child Support Law: The NYS General Obligations law requires that every applicant or professional license, permit, or registration or any other renewal thereof, must file a written statement that, as of the date of the filing, he or she is or is not under an obligation to pay child support. Individuals who are four months or more in arrears in child support may be subject to suspension of their business, professional and/or driver's licenses. The intentional submission of false written statements for the purpose of frustrating or defeating the lawful enforcement of support obligation is punishable pursuant to Section 175.35 of the NYS Penal Law. You must answer whether or not you are under an obligation to pay child support; if you are under such an obligation and you cannot attest to one of the four requirements listed below, the registration of your license may only be renewed for a period of six months. If at the end of that period, you are still unable to attest to meeting one of the four requirements, your license may be suspended following due process.

13(b). If you are under such obligation, do you meet one of the four requirements listed in the Child Support Law Section below? ____ yes ____ no If yes, give details on a separate sheet of paper.

Child Support Law: If you are under an obligation to pay child support, you must be able to attest to one of the following four requirements: **1)** you are not four or more months in arrears in the payment of child support; **2)** you are making payments by income execution or by a court agreed payment or repayment plan or by a plan agreed to by the parties; **3)** your child support obligation is the subject of a pending court proceedings; or **4)** you are receiving public assistance or supplemental security income.

14. Will you take an active part in the day-to-day operation of the business? ____ yes ___X___ no
If yes, please provide a description of routine duties on a separate sheet of paper.

James Thiessen being duly sworn and says that he/she is the person above named, that
(Print Name of Applicant)
He/she has read the foregoing statement and the answer therein noted, and that such answers are true and that he/she has personally affixed his/her signature to this affidavit.

Sworn to before me on this 1st day of February, 20 23

(Signature of Applicant)

(Signature of Notary Public)

NOTARY STAMP

Danielle L. Reid
Notary Public, State of New York
Qualified in ~~Saratoga~~ Schenectady County
No. 01RE6343155
Commission Expires May 31, 2024

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NEW YORK STATE OF OPPORTUNITY. | Gaming Commission | Division of Charitable Gaming

GC/BC FORM 104 - Schedule B

Statement of Individuals, Associations, Joint Ventures and other Business Entities

(excluding Corporations)

Business Name: Beukendaal Temple Association

PARTNERSHIP

____/____/____ Where Created _____ _____ _____
Date Established City County State

Method of Establishment _____
(Formal Instrument if any, ex. Articles of Co-partnership, Written Agreement of Partnership)

INDIVIDUAL

____/____/____ Where Established _____ _____ _____
Date Established City County State

Method of Establishment _____
(ex. Filing Certificate to do Business under an Assumed Name)

UNINCORPORATED ASSOCIATION

1 / 20 / 1958 Where Established 22 Schonowee Ave, Scotia NY 12302

Method of Establishment By laws
(Formal Instrument if any, ex. Constitution and By-Laws, Instrument Creating a Trust)

Has entity filed Federal Income Tax Returns? ✓ yes __ no
Please provide a copy of your most recent tax return.

LIST NAMES OF ALL PARTIES IN INTEREST AND THE NATURE AND EXTENT OF THE INTEREST

Name	Interest	Name	Interest
Richard Frederick	President		
Darrel Kazda	Vice President		
Ryan Quick	Secretary		
James Thiessen	Treasurer		

NEW APPLICANTS-
PLEASE ATTACH A COPY OF THE ENTITY'S ORIGINAL FORMATIONAL DOCUMENT(S), SUPPLEMENTS OR AMENDMENTS, IF ANY.

RENEWING APPLICANTS-
PLEASE PROVIDE A COPY OF ANY SUPPLEMENTS OR AMENDMENTS TO THE ENTITY EXECUTED SUBSEQUENT TO THE LAST APPLICATION.

RICHARD J. FREDERICK, PRESIDENT being duly sworn and says that he/she
(Name of Applicant) (Title)
is the person above named, that he/she has read the foregoing statement and the answer therein noted, and that such answers are true and that he/she has personally affixed his/her signature to this affidavit.

Sworn to before me on this 1ST day of March, 2023

(Signature of Applicant)

(Signature of Notary Public)

NOTARY STAMP

FRED VANSTRANDER
Notary Public, State of New York
Qualified in Schnectady County
Reg. No. 01VA5021870
My Commission Expires 12/27/2025