

MEETING OF THE ROTTERDAM TOWN BOARD

February 12, 2025

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

PUBLIC HEARING

PRESENTATIONS

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

- 83.25** Accepting Town Board Meeting Minutes. Pg. 4
- 84.25** To accept revenue for Town Clerk's Office for January 2025. Pg. 57
- 85.25** To appoint Tammy Whelan to the CSEA position of Confidential Secretary to the Director of Public Works. Pg. 63
- 86.25** To amend Resolution 66.25 of the year 2025; To appoint individuals to various part time positions and duties for the calendar year 2025. Pg. 65
- 87.25** To amend Resolution 67.25 of the year 2025; To appoint employees to various additional duties for the calendar year 2025. Pg. 68
- 88.25** To appoint members of the Town of Rotterdam Conservation Advisory Council. Pg. 70
- 89.25** To accept bid and award contract for Rotterdam Water System Improvements- Contract #1- Well #6- Site Fill to Eberhardt Excavation. Pg. 73
- 90.25** To approve 2024 quarterly expense transfers of gas and diesel. Pg. 126
- 91.25** To negotiate and execute an agreement with Environmental Systems Research Institute, Inc. (esri) for GIS annual licensing subscription services. Pg. 128
- 92.25** To negotiate and execute an agreement with Johnson Controls Fire Protection LP for the Rotterdam Police Department. Pg. 134
- 93.25** To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the Wastewater Treatment Plant Chemical Bulk Storage Application Assistance. Pg. 144
- 94.25** To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the Town Leak Detection Summary. Pg. 153
- 95.25** To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the Helderberg Tank Painting Project. Pg. 163
- 96.25** To negotiate and execute an agreement with Environmental & Fueling Services for the decommissioning of the underground fuel tank at the Rotterdam Police Department. Pg. 169

- 97.25** To negotiate and execute an agreement with Environmental & Fueling Services for the removal and replacement of the above ground storage tank at the Water Treatment Plant. Pg. 172
- 98.25** To authorize the purchase of one pickup truck for the Water and Sewer Maintenance Department. Pg. 182
- 99.25** Call for bids for Highway Materials: Crushed Limestone, Gravel & Sand. Pg. 188
- 100.25** Call for bids for Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers. Pg. 204
- 101.25** Call for bids for Tree Cutting & Removal Services. Pg. 221
- 102.25** To negotiate and execute an agreement with Koester for preventative maintenance evaluations for the pump stations. Pg. 247
- 103.25** To adopt a SEQR Negative Declaration on a Change of Zone application on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) located at 759 Peter Road. Pg. 251
- 104.25** To Enact Local Law No. 3 of 2025; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) located at 759 Peter Road. Pg. 289
- 105.25** To extend the term of the Energy Advisory Committee. Pg. 337

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

RESOLUTION NO. 83.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 8, 2025 and January 22, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 4, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the January 8, and January 22, 2025, Town Board Meetings.

TO BE PLACED ON TOWN BOARD AGENDA OF: February 12, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: February 12, 2025

Background Information: Attached. To adopt the meeting minutes from the January 8, 2025 and January 22, 2025 Town Board Meetings.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of February 12, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

January 13, 2025

Certified Resolutions: #55.25-#67.25 2025 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, January 8, 2025. The Town Board Agenda Meeting started at approximately 6:41 p.m. and was adjourned at approximately 6:49 pm all agreed to adjourn the agenda meeting. The Town Board meeting began at approximately 7:00 p.m. Motion #3 was made by Councilmember Gallucci and seconded by Councilmember Mastroianni. Motion #4 was made by Councilmember Gallucci and seconded by Councilmember Schlag. Motion #5 was made by Councilmember Schlag and seconded by Councilmember Mastroianni. Motion #6 was made by Councilmember Gallucci and seconded by Supervisor Collins. The Town Board Meeting was adjourned at approximately 8:18 p.m. by Councilmember Gallucci and seconded by Councilmember Schlag. All agreed to adjourn the Town Board Meeting.

Councilmember Dodson was absent

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

January 8, 2025

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

PUBLIC HEARING

- To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ± 1.82 acres from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3. **CLOSED PH**
- To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ± 3.07 -acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings comprising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11. **CLOSED PH**
- To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ± 2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1. **CLOSED PH**

PRESENTATIONS

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

3.25 I make a motion to add resolution #67.25 to the agenda.

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

5.25 I make a motion to close public hearing #2

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

RESOLUTIONS

55.25 Accepting Town Board meeting minutes. Pg. 65

56.25 To accept revenue for Town Clerk's Office for December 2024. Pg. 80

57.25 To accept a monetary donation from the Mohawk Toastmasters Club for the Rotterdam Senior Center. Pg. 85

58.25 To negotiate and execute an agreement with Conti Appraisal & Consulting, LLC for an appraisal report of 369 Duanesburg Road. Pg. 88

59.25 To authorize a Water District No. 5 Water Rental Agreement with John McDonald, Yankee Hill LLC. Pg. 94

60.25 Call for bids for Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill. Pg. 105

61.25 Call for bids for On Call Electrical Contractor Services. Pg. 519

62.25 Call for bids for On Call Fencing Contractor Services. Pg. 543

63.25 Call for bids for On Call Maintenance Contractor Services. Pg. 567

64.25 Call for bids for On Call Plumbing Contractor Services. Pg. 591

65.25 To negotiate and execute an agreement with Sonicwall Inc. Pg. 616

66.25 To appoint individuals to various part time positions and duties for the calendar year 2025.
Pg. 620

67.25 To appoint employees to various additional duties for the calendar year 2025.

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following motion passed to close the public hearing.

MOTION 3.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective January 8, 2025.

DATED: January 8, 2025 **To close the public hearing.**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to close the public hearing by the Town Board of the Town of Rotterdam on January 8, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following motion passed to close the public hearing.

MOTION 4.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective January 8, 2025.

DATED: January 8, 2025 **To close the public hearing.**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to close the public hearing by the Town Board of the Town of Rotterdam on January 8, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following motion passed to close the public hearing.

MOTION 5.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective January 8, 2025.

DATED: January 8, 2025 **To close the public hearing.**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to close the public hearing by the Town Board of the Town of Rotterdam on January 8, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following motion passed to close the public hearing.

MOTION 6.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective January 8, 2025.

DATED: January 8, 2025 **To close the public hearing.**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to close the public hearing by the Town Board of the Town of Rotterdam on January 8, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 55.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 27, 2024 Town Board Special meeting as attached.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 56.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR DECEMBER 2024

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

SECTION 1. The Town Clerk's report for the month of December 2024, has been placed on file and the town clerk's check in the amount of three thousand seven hundred forty-two dollars and 21/100 (\$3,742.21) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 57.25

TO ACCEPT A MONETARY DONATION FROM THE MOHAWK TOASTMASTERS CLUB FOR THE ROTTERDAM SENIOR CENTER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from the Mohawk Toastmasters Club in the amount of two hundred seventy-seven and 46/100 (\$277.46) dollars, for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Center by increasing the budget of “Programs For The Aging” (A-6772) by \$277.46.

SECTION 3. This resolution shall become effective January 8, 2025

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.



Diane M. Marco
Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 58.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CONTI APPRAISAL & CONSULTING, LLC FOR AN APPRAISAL REPORT OF 369 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, 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 Conti Appraisal & Consulting, LLC located at 614 Route 9W, Glenmont, New York 12077, for an appraisal report on the property known as 369 Duanesburg Road, Rotterdam, New York 12306, in an amount not to exceed three thousand five hundred and 00/100 (\$3,500.00) dollars.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 59.25

**TO AUTHORIZE A WATER DISTRICT NO. 5 WATER RENTAL AGREEMENT WITH
JOHN MCDONALD, YANKEE HILL LLC**

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

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 John McDonald, Yankee Hill LLC, 252 Union Street, Schenectady, New York 12305, for the property located at 761 County Line Road, Guilderland, NY 12306, for an out of district water connection.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 60.25

**CALL FOR BIDS FOR ROTTERDAM WATER SYSTEM IMPROVEMENTS –
CONTRACT NO. 1 – WELL #6 – SITE FILL**

THEREFORE, UPON MOTION OF Supervisor COLLINS, seconded by Councilmember GALLUCCI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 2:00 P.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**ROTTERDAM WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 1 – WELL #6
– SITE FILL**

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 ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 2:00 P.M., WEDNESDAY, JANUARY 29, 2025.

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

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

DATED: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

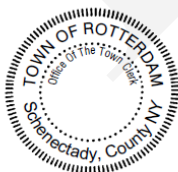
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, and that the foregoing resolution is a true and correct transcript of the original 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, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 61.25

CALL FOR BIDS FOR ON CALL ELECTRICAL CONTRACTOR SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Electrical Contracting Services.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:00 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 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:

ON CALL ELECTRICAL CONTRACTOR SERVICES

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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:00 A.M., WEDNESDAY, JANUARY 29, 2025.**

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

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

DATED: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 62.25

CALL FOR BIDS FOR ON CALL FENCING CONTRACTOR SERVICES

THEREFORE, UPON MOTION OF Councilmember SCHLAG, seconded by Councilmember GALLUCCI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Fencing Contractor Services.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by 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:

ON CALL FENCING CONTRACTOR SERVICES

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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:15 A.M., WEDNESDAY, JANUARY 29, 2025.**

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

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

DATED: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 63.25

CALL FOR BIDS FOR ON CALL MAINTENANCE CONTRACTOR SERVICES

THEREFORE, UPON MOTION OF Councilmember GALLUCCI, seconded by Councilmember SCHLAG,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Maintenance Contractor Services.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:30 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 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:

ON CALL MAINTENANCE CONTRACTOR SERVICES

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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:30 A.M., WEDNESDAY, JANUARY 29, 2025.**

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

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

DATED: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 64.25

CALL FOR BIDS FOR ON CALL PLUMBING CONTRACTOR SERVICES

THEREFORE, UPON MOTION OF Councilmember SCHLAG, seconded by Councilmember GALLUCCI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Plumbing Contractor Services.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:45 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 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:

ON CALL PLUMBING CONTRACTOR SERVICES

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 ELECTRONICALLY, OR IN PERSON
TO THE TOWN CLERK PRIOR TO 11:45 A.M., WEDNESDAY, JANUARY 29, 2025.**

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

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

DATED: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 65.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SONICWALL INC.

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

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 Sonicwall Inc., located at 1033 McCarthy Blvd, Milpitas, California 95035, for the advanced gateway security suite bundle for TZ400 services to the Water Treatment Plant, in an amount not to exceed one thousand seven hundred twenty five and 09/100 (\$1,725.09) dollars.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 66.25

**TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES
FOR THE CALENDAR YEAR 2025**

TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES FOR THE CALENDAR YEAR 2025

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

Senior Center Bus Driver (Backup Driver)

Frederick Waller Hourly Rate \$20.00

Clerk – Part Time

Latefa Lang Hourly Rate \$20.00

Wastewater Treatment Plant Operator – Part Time

Brion Dufek Hourly Rate \$70.00

Stormwater Program Coordinator – Part Time

Mary Barrie Hourly Rate \$35.00

Deputy Comptroller – Part Time

Paul Sebesta Hourly Rate \$115.00

SECTION 3. This resolution shall be retroactive to January 1, 2025.

DATED: January 8, 2025

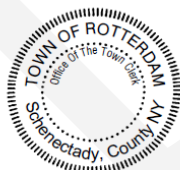
NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 67.25

**TO APPOINT EMPLOYEES TO VARIOUS ADDITIONAL DUTIES FOR THE
CALENDAR YEAR 2025**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following employees are hereby appointed/reappointed to various additional duties at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no additional employee benefits for the year 2025 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$8,000

Events/Social Media Coordinator

Megan Griffin Annual Stipend \$5,000

CDL Trainer

Steven Skoda Annual Stipend \$1,000

Stormwater Management Officer

Daniel Marsello Annual Stipend \$3,500

DPW Records Management

Lisa Gallo Annual Stipend \$2,500

Underground Storage Tank Operator

Steven Skoda Annual Stipend \$500

SECTION 3. This resolution shall be retroactive to January 1, 2025.

DATED: January 8, 2025

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

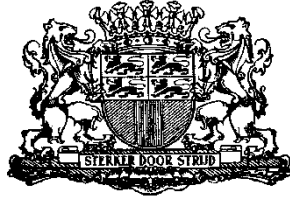
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, and that the foregoing resolution is a true and correct transcript of the original 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk





TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

January 24, 2025

Certified Resolutions: #68.25-# 82.25 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, January 22, 2025. The Town Board Agenda Meeting started at approximately 6:30 p.m. and was adjourned at approximately 6:44 pm all agreed to adjourn the agenda meeting. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:36 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

January 22, 2025

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

PUBLIC HEARING

PRESENTATIONS

- *Outstanding Citizen Award - Roslyn Warlik*

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

- 68.25** Accepting Town Board meeting minutes. Pg. 4
- 69.25** To appoint a Police Officer. Pg. 85
- 70.25** To negotiate and execute an agreement with Trane U.S. Inc. for Town Hall VAV Box Retro Commissioning services. Pg. 91
- 71.25** To accept bid and award contract with addendum for Chlorine Gas to JCI Jones Chemical. Pg. 102
- 72.25** To accept bid and award contract for Sodium Hexametaphosphate to Carus LLC. Pg. 120
- 73.25** To declare Police Department modems obsolete. Pg. 143
- 74.25** To declare Police Department radios obsolete. Pg. 146
- 75.25** To adopt a SEQR Negative Declaration on a Change of Zone application on a ±1.82-acre parcel from Agriculture (A-1) to Two Family Residential (R-2) located along Fort Hunter Road and the terminus of Valentine Drive. Pg. 150
- 76.25** To enact Local Law No. 1 of 2025; To amend Chapter 270, Zoning, of the town code, relating to a Change of Zone on a ±1.82-acre parcel from Agricultural (A-1) to Two Family Residential (R-2) located along Fort Hunter Road and the terminus of Valentine Drive. Pg. 161
- 77.25** To adopt a SEQR Negative Declaration on a Change of Zone application on ±3.07- acres from Agriculture (A-1) to General Business (B-2) located along Old Mariaville Road. Pg. 179
- 78.25** To enact Local Law No. 2 of 2025; To amend Chapter 270, Zoning, of the town code, relating to a Change of Zone on ±3.07 acres from Agriculture (A-1) to General Business (B-2) located along Old Mariaville Road. Pg. 209
- 79.25** To amend the Schedule of Fees. Pg. 227
- 80.25** To appoint Angelina Roberti to the position of Deputy Court Clerk. Pg. 247
- 81.25** To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Automotive Mechanic Helper. Pg. 254

82.25 To rename the Town Park currently known as Boxwood Park to the Roslyn Warlik Town Park. Pg. 255

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 68.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 1, 2025 Town Board Organizational meeting as attached.

SECTION 2. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

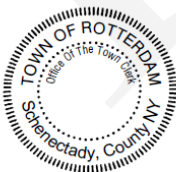
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, and that the foregoing resolution is a true and correct transcript of the original 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 24, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 69.25

TO APPOINT A POLICE OFFICER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Kevin M. Paskevich of Schenectady, New York is hereby appointed to the position of Police Officer, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of sixty-nine thousand twenty-three and 88/100 (\$69,023.88) commencing February 3, 2025.

SECTION 2. This resolution shall be effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 70.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TRANE U.S. INC. FOR
TOWN HALL VAV BOX RETRO COMMISSIONING SERVICES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Trane U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham, NY 12110 for Town Hall VAV Box Retro Commissioning services, in the amount not to exceed nine thousand eight hundred ninety-one and 00/100 (\$9,891.00) dollars.

SECTION. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 71.25

TO ACCEPT BID AND AWARD CONTRACT WITH ADDENDUM FOR CHLORINE GAS TO JCI JONES CHEMICAL

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

CHLORINE GAS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid with addendum for Chlorine Gas for the Town of Rotterdam to JCI Jones Chemical, located at branch 103 River Street, Warwick, New York 10990, with a bid amount not to exceed four hundred and 00/100 (\$400.00) dollars per 150-pound cylinder.

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

SECTION 3. This resolution shall become effective January 22, 2025

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 72.25

**TO ACCEPT BID AND AWARD CONTRACT FOR SODIUM
HEXAMETAPHOSPHATE TO CARUS LLC**

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

SODIUM HEXAMETAPHOSPHATE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Sodium Hexametaphosphate for the Town of Rotterdam to Carus LLC, corporate offices located at 315 Fifth Street, Peru, Illinois 61354, with a bid amount not to exceed seventy-six and 50/100 (\$76.50) dollars per 50-pound bag.

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

SECTION 3. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 73.25

TO DECLARE POLICE DEPARTMENT MODEMS OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Rotterdam Police Department, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

Sierra Wireless Modems Air Link MP70

- N693020132011038
- N683670241011035
- N693020180011038
- N683670028021035
- N683570227021035
- N663350197021030
- N683640140021735
- N692940014021038
-

SECTION 2. This resolution shall be effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 74.25

TO DECLARE POLICE DEPARTMENT RADIOS OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Rotterdam Police Department, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

Kenwood Portable TK290

21100160

11100641

50700142

Kenwood TK3140

50400493

Motorola XTS 1500

687CNZ2843

687CNT2631

Motorola EX500

004HFU3018

TLQI 179

HFU3035

HFU3028

HFU3027

HFU3012

HFU3025

HFU3020

HFU3045

Motorola Car

HKUD4000B (# NQNVUF)

Motorola XTL 2500

PMUN1036D

518CQH0143

518CQH0139

518CQH0137

518CQH0151

518CQH0142

518CQH0145

518CQH0140

518CQH0146

518cqh0025

518cqh0136

Motorola HT1250

749TQU6622

749THY0536

749THY0022

749THY0539

749THY0541

749THY0005

749THY0008

749TQU6730

749THY0543

749THY0013

749THY0006

749THW0547

749TJW0554

749THY0019

SECTION 2. This resolution shall be effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 75.25

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION ON A ±1.82-ACRE PARCEL FROM AGRICULTURE (A-1) TO TWO FAMILY RESIDENTIAL (R-2) LOCATED ALONG FORT HUNTER ROAD AND THE TERMINUS OF VALENTINE DRIVE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration dated January 22, 2025, as prepared by the Senior Planner, for a Change of Zone request on a ±1.82-acre parcel from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3.

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

SECTION 3. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 76.25

TO ENACT LOCAL LAW NO. 1 OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE ON A ±1.82-ACRE PARCEL FROM AGRICULTURAL (A-1) TO TWO FAMILY RESIDENTIAL (R-2) LOCATED ALONG FORT HUNTER ROAD AND THE TERMINUS OF VALENTINE DRIVE

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. 1 of 2025.

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

SECTION 3. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

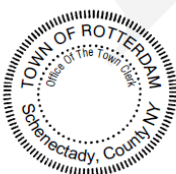
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 77.25

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION ON ±3.07- ACRES FROM AGRICULTURE (A-1) TO GENERAL BUSINESS (B-2) LOCATED ALONG OLD MARIAVILLE ROAD

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, 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 Negative Declaration dated January 22, 2025, as prepared by the Senior Planner, for a Change of Zone request on a ±3.07 acres from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.

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

SECTION 3. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 78.25

TO ENACT LOCAL LAW NO. 2 OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE ON ±3.07 ACRES FROM AGRICULTURE (A-1) TO GENERAL BUSINESS (B-2) LOCATED ALONG OLD MARIAVILLE ROAD

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. 2 of 2025.

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

SECTION 3. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 79.25
TO AMEND THE SCHEDULE OF FEES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby modifies the Schedule of Fees, as previously amended, in accordance with the document included in this adopted Resolution.

SECTION 2. This Resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 80.25

TO APPOINT ANGELINA ROBERTI TO THE POSITION OF DEPUTY COURT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Angelina Roberti, of Rotterdam, New York 12306, is hereby appointed to the position of Deputy Court Clerk, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-six thousand two hundred ninety-nine and 09/100 (\$46,299.09) dollars, commencing February 10, 2025.

SECTION 2. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

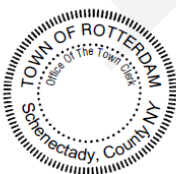
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 81.25

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF AUTOMOTIVE MECHANIC HELPER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the position of Automotive Mechanic Helper, a position in the non-competitive class of the civil service, as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 22, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 82.25

**TO RENAME THE TOWN PARK CURRENTLY KNOWN AS BOXWOOD PARK TO
THE ROSLYN WARLIK TOWN PARK**

WHEREAS, Roslyn Warlik, of Rotterdam New York, was a committed volunteer within the Town of Rotterdam, serving many committees and organizations, such as founding and becoming President of the Highbridge Civic Association for many years; and

WHEREAS, Roslyn Warlik distinguished herself faithfully as a volunteer to the Town of Rotterdam Parks and Recreation Advisory Committee both as a member and as Vice-Chair since 2002; and

WHEREAS, the Town Board of the Town of Rotterdam desires to recognize Roslyn Warlik for her contributions towards the community over the years; and

WHEREAS, the Town Board of the Town of Rotterdam desires to rename a Town Park located on Boxwood Avenue, currently known as Boxwood Park, to the ***Roslyn Warlik Town Park*** in memory of her dedication to the Town; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the renaming of a Town Park located on Boxwood Avenue, currently known as Boxwood Park, to the Roslyn Warlik Town Park.

SECTION. This resolution shall become effective January 22, 2025.

DATED: January 22, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 22, 2025, 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 24, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 84.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR JANUARY 2025

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 January 2025, has been placed on file and the town clerk's check in the amount of ten thousand eighty six dollars and 99/100 (\$10,086.99) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 3, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for January \$10,086.99 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: February 12, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: February 12, 2025

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of February 12, 2025.

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

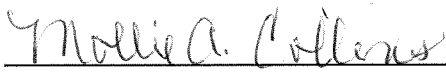
Effect(s) on Existing Law(s): N/A

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

Account Description	Fee Description	Account#	Qty	Local Share
			Total Local Shares Remitted:	\$10,086.99
Amount paid to:	NYS Ag. & Markets for spay/neuter program			237.00
Amount paid to:	NYS Environmental Conservation			147.61
Amount paid to:	State Comptroller For Games Of Chance			105.00
Amount paid to:	State Comptroller			2,272.50
Amount paid to:	State Comptroller for Games of Chance			45.00
Amount paid to:	State Health Dept. For Marriage Licenses			157.50
Total State, County & Local Revenues:		\$13,051.60	Total Non-Local Revenues:	\$2,964.61

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.



Supervisor



Date



Town Clerk

Date

Account Description	Fee Description	Account#	Qty	Local Share
Bell jar	Bell Jar License		7	70.00
Bingo	Bingo License	A2540	202	1,515.00
			Sub-Total:	\$1,585.00
Bingo 3%	Bingo 3%	A2530	3	216.10
			Sub-Total:	\$216.10
Conservation	Conservation	A1255	7	9.39
			Sub-Total:	\$9.39
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	83	1,162.00
Dog Licensing	Female, Unspayed	A2544	10	170.00
Dog Licensing	Male, Neutered	A2544	94	1,316.00
Dog Licensing	Male, Unneutered	A2544	10	170.00
			Sub-Total:	\$2,818.00
Games of Chance	Raffle License		1	10.00
			Sub-Total:	\$10.00
GENERAL LIC.	Waste Hauler Permit	A2590	62	4,650.00
			Sub-Total:	\$4,650.00
Late Fees	Late Fee -Dog Renewal	A1550	31	310.00
			Sub-Total:	\$310.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	7	122.50
			Sub-Total:	\$122.50
MISC. FEES	Certified Copies	A1255	106	1,060.00
			Sub-Total:	\$1,060.00
Senior Discount	Senior Discount	A2544	72	-714.00
			Sub-Total:	-\$714.00
Town Portion	Games Chance Permits	A2530	2	20.00
			Sub-Total:	\$20.00

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 February 3, 2025 297
29-7/213

PAY
TO THE
ORDER OF

Mollie Collins Supervisor

\$ 10,086.99

Ten Thousand eighty six and 99/100

DOLLARS

KeyBank 

KeyBank National Association

MEMO

Revenue January 2025

Deputy M. Nallo
town clerk

Mobile
Deposit
Safe
Details on back

JB-3920167
SUPERIOR PRESS • 888-590-7998
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

*Monthly Worksheet of Daily Work
January 2025*

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
1/2/2025	\$191.00	\$0.00	\$0.00	\$0.00	\$166.00	\$20.00	\$146.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$10.00	\$0.00	\$0.00
1/3/2025	\$4,158.95	\$0.00	\$0.00	\$0.00	\$140.00	\$13.00	\$127.00	\$0.00	\$0.00	\$0.00	\$171.45	\$30.00	\$20.00	\$0.00	\$0.00
1/6/2025	\$210.00	\$0.00	\$0.00	\$0.00	\$90.00	\$8.00	\$82.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/7/2025	\$235.00	\$25.00	\$23.62	\$1.38	\$180.00	\$21.00	\$159.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/8/2025	\$1,847.54	\$0.00	\$0.00	\$0.00	\$90.00	\$8.00	\$82.00	\$40.00	\$22.50	\$17.50	\$27.54	\$0.00	\$0.00	\$0.00	\$0.00
1/9/2025	\$275.00	\$0.00	\$0.00	\$0.00	\$15.00	\$1.00	\$14.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/10/2025	\$246.00	\$0.00	\$0.00	\$0.00	\$106.00	\$12.00	\$94.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/13/2025	\$260.00	\$0.00	\$0.00	\$0.00	\$170.00	\$14.00	\$156.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/14/2025	\$377.00	\$22.00	\$20.79	\$1.21	\$100.00	\$10.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$30.00	\$0.00	\$0.00
1/15/2025	\$110.00	\$25.00	\$23.62	\$1.38	\$50.00	\$6.00	\$44.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$10.00	\$0.00	\$0.00
1/16/2025	\$130.00	\$0.00	\$0.00	\$0.00	\$80.00	\$6.00	\$74.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/17/2025	\$3,160.00	\$0.00	\$0.00	\$0.00	\$130.00	\$13.00	\$117.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/21/2025	\$298.00	\$0.00	\$0.00	\$0.00	\$183.00	\$22.00	\$161.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$30.00	\$0.00	\$0.00
1/22/2025	\$235.00	\$25.00	\$23.62	\$1.38	\$160.00	\$17.00	\$143.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/23/2025	\$401.00	\$0.00	\$0.00	\$0.00	\$211.00	\$21.00	\$190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/24/2025	\$157.11	\$0.00	\$0.00	\$0.00	\$30.00	\$2.00	\$28.00	\$80.00	\$45.00	\$35.00	\$17.11	\$0.00	\$0.00	\$0.00	\$0.00
1/27/2025	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00	\$8.00	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/28/2025	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00	\$2.00	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/29/2025	\$135.00	\$25.00	\$23.62	\$1.38	\$70.00	\$6.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/30/2025	\$305.00	\$30.00	\$27.62	\$2.38	\$75.00	\$9.00	\$66.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/31/2025	\$200.00	\$5.00	\$4.72	\$0.28	\$175.00	\$18.00	\$157.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audited dm 1/31/2025	\$13,051.60	\$157.00	\$147.61	\$9.39	\$2,341.00	\$237.00	\$2,104.00	\$280.00	\$157.50	\$122.50	\$216.10	\$150.00	\$100.00	\$0.00	\$0.00

RESOLUTION NO. 85.25

**TO APPOINT TAMMY WHELAN TO THE CSEA POSITION OF CONFIDENTIAL
SECRETARY TO THE DIRECTOR OF PUBLIC WORKS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Tammy Whelan of Rotterdam, New York is hereby appointed to the CSEA position of Confidential Secretary to the Director of Public Works, full-time, with full employee benefits at an annual salary of forty-nine thousand eight hundred and 00/100 (\$49,800.00) commencing February 13, 2025.

SECTION 2. This resolution shall be effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: January 27, 2025

TO: Town Board

FROM: J. Keith, Sr. Building Inspector

TITLE OF REQUEST: Appoint Tammy Whelan to CSEA position of Confidential Secretary to the Director of Public Works

TOWN BOARD MEETING: February 12, 2025

Background Information: Ms. Whelan has worked for the Town of Rotterdam for more than seven (7) years.

Evaluation/Analysis: Ms. Whelan's contributions to the Department of Public Works includes budget certifications for Capital Projects, liaison for Wastewater Treatment Plant and Water Treatment Plant facilities, Buildings and Grounds and Parks Department.

Recommendation(s): Recommend to appoint Tammy Whelan to CSEA position of Confidential Secretary to the Director of Public Works.

Attachment/Document(s): See attached document

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 86.25

**TO AMEND RESOLUTION 66.25 OF THE YEAR 2025;
TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES
FOR THE CALENDAR YEAR 2025**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 66.25, as amended, is hereby amended, and restated to read as follows: The following individuals are hereby appointed/reappointed to various part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2025 as follows:

School Traffic Officer

Floyd Rorick
(Maximum of 4 hours daily)

Hourly Rate \$17.00

Clerk – Part Time (Highway Department)

Donna Larsen

Hourly Rate \$19.50

Clerk – Part Time(Police Dept)

Allison Armstong

Hourly Rate \$24.38

Building Inspector – Part Time

Lloyd Denny

Hourly Rate \$40.00

(Maximum 3 days per week)

Bingo Inspector

William Purcell

Hourly Rate \$17.00

Safety Inspector(FEMA)

Kathy Fisher

Hourly Rate \$35.00

Project Coordinator, Office of the Aging– Part Time

Linda Testa

Hourly Rate \$35.00

(Not to exceed \$32,000.00 dollars annually)

Senior Center Bus Driver

Mark D'Alessandro

Hourly Rate \$20.00

Fire Inspector – Part Time

Chris Amorosi

Hourly Rate \$25.00

(Maximum 15 hours per week)

Dog Control Officers – Part Time

Darla Gullotta

Annual Salary \$15,000.00

Heather Newell

Annual Salary \$15,000.00

Clerk – Part Time

Jody Binkley

Hourly Rate \$25.00

Senior Center Bus Driver (Backup Driver)

Frederick Waller Hourly Rate \$20.00

Clerk – Part Time

Latefa Lang Hourly Rate \$20.00

Wastewater Treatment Plant Operator – Part Time

Brion Dufek Hourly Rate \$70.00

Stormwater Program Coordinator – Part Time

Mary Barrie Hourly Rate \$35.00

Deputy Comptroller – Part Time

Paul Sebesta Hourly Rate \$115.00

Clerk – Part Time

Kristen Foley Hourly Rate \$25.00

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: January 29, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Kristen Foley to the position of Part Time Clerk

TOWN BOARD MEETING: February 12, 2025

Background Information: Ms. Foley has been a full-time employee of the town for four (4) years.

Evaluation/Analysis: Ms. Foley has been an asset to the town and would be valuable as a part time employee on an as needed basis.

Recommendation(s): Recommend to appoint Kristen Foley as a Part Time Clerk

Attachment/Document(s): Resolution 66.25

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 87.25

**TO AMEND RESOLUTION 67.25 OF THE YEAR 2025;
TO APPOINT EMPLOYEES TO VARIOUS ADDITIONAL DUTIES FOR THE
CALENDAR YEAR 2025**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 67.25, as amended, is hereby amended, and restated to read as follows: The following employees are hereby appointed/reappointed to various additional duties at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no additional employee benefits for the year 2025 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$8,000

Events/Social Media Coordinator

Megan Griffin Annual Stipend \$5,000

CDL Trainer

Steven Skoda Annual Stipend \$1,000

Stormwater Management Officer

Daniel Marsello Annual Stipend \$3,500

DPW Records Management

Lisa Gallo Annual Stipend \$2,500

Underground Storage Tank Operator

Steven Skoda Annual Stipend \$500

Fleet Procurement Coordinator

Justin Peterson Annual Stipend \$1,000

SECTION 2. This resolution shall be effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: 2/5/2025
TO: Town Board
FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Stipend for Justin Peterson

TOWN BOARD MEETING: 2/12/2025

Background Information: Justin Peterson is the Sr. Water Treatment Plant Operator. Justin has also placed bids for many vehicles in the Department of Public Works.

Evaluation/Analysis: Justin Peterson's ability to work with the Department of Public Works and the staff to ensure that the correct vehicle is bid and that the bid adheres to our purchasing policy has saved the Town of Rotterdam time and money.

Recommendation(s): Recommend that Justin Peterson receive a \$1,000.00 per year stipend for completing bid packages for the Department of Public Works

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 88.25

**TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM CONSERVATION
ADVISORY COUNCIL**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed as members to the Town of Rotterdam Conservation Advisory Council to fill the remaining vacancies to the committee with a term commencing February 12, 2025 through December 31, 2025:

Patricia Matelitz

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center | 1100 Sunrise Boulevard | Rotterdam New York 12306
Telephone: 518.355.7575 | Facsimile: 518.355.7976 | Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: February 4, 2025

TO: Town Board

FROM: Teri A. Gallucci, Town Councilwoman

TITLE OF REQUEST: Appoint Patricia Matelitz to the Conservation Advisory Council – Chapter 270. Zoning Article XXIV

TOWN BOARD MEETING: February 12, 2025

Background Information: To fill a vacancy within the Conservation Advisory Council.

Evaluation / Analysis: Facilitate safeguarding the natural environment and functional beauty of our surroundings which condition the quality of our life experience within the Town of Rotterdam. Work in partnership with local and state officials and with various public and private industries, agencies and organizations to foster unified action on environmental initiatives.

Recommendation(s): I recommend the Town Board appoint Patricia Matelitz to the Conservation Advisory Council for the remainder of term.

Attachment / Document(s): Letter of Intent from Patricia Matelitz to join the Conservation Advisory Council to assist in fulfilling the purposes of the above Article.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Dear Town Board Members

My name is Patty Matelitz and I am currently serving as Chairwoman on the Energy Advisory Committee. I actively attend Town Board meetings and am highly interested in further serving my community. I am a Registered Nurse interested in fostering the best quality of life for residents in the community. I am interested in participating in inventorying natural areas and open space within the municipality in order to provide the board with the information they need for natural resource-based planning.

On 1/18/2024 I was invited, by Bruce Bonoquist, to join a hike on the Rotterdam Preserve and would like to participate in its development. Projects like this enrich our community.

It is my understanding that there are currently two vacant positions on the Conservation Advisory Committee. I am expressing my interest in being appointed to serve the community in this capacity.

Thank you for your consideration.

Respectfully submitted,

Patty Matelitz

Patty Matelitz



RESOLUTION NO. 89.25

**TO ACCEPT BID AND AWARD CONTRACT FOR ROTTERDAM WATER SYSTEM
IMPROVEMENTS- CONTRACT #1- WELL #6- SITE FILL TO EBERHARDT
EXCAVATION**

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

ROTTERDAM WATER SYSTEM IMPROVEMENTS- CONTRACT #1- WELL #6- SITE FILL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Water System Improvements- Contract #1- Well #6- Site Fill for the Town of Rotterdam to Eberhardt Excavation, located at 72 Hillside Drive, West Shokan, New York 12494, with a bid amount not to exceed two hundred thirty-five thousand eight hundred and 00/100 (\$235,800.00) dollars.

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

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: 2/7/2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Accept bid and award contract for Rotterdam Water System Improvements – WD5 Contract #1 – Well #6 – site fill to Eberhardt Excavation pursuant to recommendation and award letter provided by Barton & Loguidice, dated 2-7-2025.

TOWN BOARD MEETING: 2/12/2025

Background Information: The Town of Rotterdam has approved the construction of well #6 at the Rice Road well fields. This project was included in the overall water system improvements for Water District #5. The first step in the construction is for fill to provide a site to drill and install Well #6.

Evaluation/Analysis: The Town of Rotterdam has gone through the appropriate bidding process and the attached documentation from the engineering consultant recommends award to the lowest responsible bidder.

Recommendation(s): Accept the bid for Contract #1 – Well #6 – site fill to Eberhardt Excavation.

Attachment/Document(s): Recommendation to award letter Contract #1 – Well #6 – site fill.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



February 7, 2025

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

Re: Water District No. 5 Water System Improvements - Contract No. 1 – Well #6 – Site Fill

Subject: Recommendation of Award to Eberhardt Excavation, LLC

File: 904.043.002

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids for the above-referenced project that were received and opened on January 29th, 2025. A certified tabulation of all bids received is enclosed.

The following is a summary of the bids received for this project. The Contract Documents stipulate that the contract shall be awarded based on the lowest responsible bidder.

<u>Bidder</u>	<u>Bid Amount</u>
Eberhardt Excavation, LLC	\$ 235,800.00
WM. J. Keller & Son Construction Corp	\$ 266,500.00
Carver Construction, Inc	\$ 267,145.00
Birdsall Excavation and Construction, LLC	\$ 267,335.00
American Evergreen, Inc.	\$ 272,100.00
James Maloy, Inc.	\$ 278,000.00
Delsignore Blacktop Paving, Inc.	\$ 296,792.00
Peter K Frueh, Inc.	\$ 297,850.00
New Castle Paving, Inc	\$ 299,000.00
Peter Luizzi & Bros Contracting, Inc.	\$ 309,800.00
AMZ Construction Services, Inc.	\$ 313,000.00
HMA Paving and Contracting	\$ 367,669.00
Perry Construction, LLC	\$ 369,123.00

As shown above, Eberhardt Excavation, LLC ("Eberhardt") has submitted the lowest bid. We have reviewed the Bid from Eberhardt and found that it is in substantial conformance with the



bidding requirements. Upon review of the bid, B&L contacted Joe Cimorelli, Superintendent at Eberhardt, and he indicated that they are comfortable with their bid as submitted and are willing to enter into a contract with the Town of Rotterdam for the construction of Contract No. 1 – Well #6 – Site Fill.

We have reviewed the NYS Department of Labor's (DOL) List of Employers Ineligible to Bid On or Be Awarded Any Public Work Contract and the NYS Office of General Service's List of Non-Responsible Entities and found Eberhardt was not included on either list. In addition, Eberhardt has submitted to us their DOL Certification, which is a new DOL requirement under Labor Law Section 220-1 as of last year.

B&L contacted two (2) references provided by Eberhardt regarding previous work. Both parties had positive experiences with Eberhardt and indicated that they would consider hiring the firm again in the future.

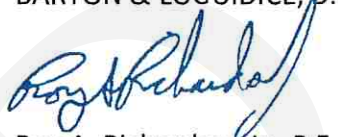
Based on the above, we recommend that the Town of Rotterdam award Contract No. 1 - Well #6 – Site Fill of the Rotterdam Water System Improvements Project to Eberhardt in the amount of \$235,800.00.

Following award, B&L will request copies of bonds, insurance, and all necessary mandatory DWSRF Documentation for Equivalency Projects from the Contractor. B&L will then coordinate contract execution.

Please feel free to contact me at 518-218-1801, or r-richardson@bartonandloguidice.com if you have any questions.

Best Regards,

BARTON & LOGUIDICE, P.C.



Roy A. Richardson Jr., P.E.
Associate

Attachment
Bid Summary

GDP

Attachment 1 – Bid Summary

CLIENT: Town of Rotterdam
 B&L PROJECT #: 904.043.002
 PROJECT: Water District No. 5 Water System Improvements - Contract No. 1 - Well #6 - Site Fill
 TABULATION OF BIDS RECEIVED AT: 2:00 PM, January 29, 2025

Item No.	Description	Estimated Quantities	Unit	WM. J. Keller & Son Construction Corp		James Maloy, Inc.		Peter Laizzi & Bros Contracting, Inc.	
				1435 Route 9, Castleten, NY 12033		P.O. Box 11016, Loudonville, NY 12211		857 1st St, Watervliet, NY 12189	
				Unit Price	AMOUNT	Unit Price	AMOUNT	Unit Price	AMOUNT
1	All Work Associated With Well #6 Site Fill	1	LS	\$ 266,500.00	\$ 266,500.00	\$ 278,000.00	\$ 278,000.00	\$ 309,800.00	\$ 309,800.00
	Bidder's Total Bid				\$ 266,500.00		\$ 278,000.00		\$ 309,800.00
	Town Bid Form			X		X		X	
	Town Non-Collusion Form			X		X		X	
	Resolution Authorizing Submission of Bids			X		X		X	
	Town Waiver on Immunity			X					
	B&L Bid Form			X		X		X	
	B&L Bid Submittal			X		X		X	
	Bid Bond			X		X		X	
	Iranian Energy Sector Divestment Certification			X		X		X	
	Prohibition on Purchase of Tropical Hardwoods Certification			X		X		X	
	NYSEFC DBE Utilization Plan							X, missing info	
	BABA Cert			X, missing info		X, missing info		X, missing info	
	AIS Cert			X, missing info		X, missing info		X, missing info	
	NYSEFC Lobbying Cert			X		X, revise project name		X, revise project name	
	References			X					

CLIENT: Town of Rotterdam
 B&L PROJECT #: 904.043.002
 PROJECT: Water District No. 5 Water System Improvements - Contract No. 1 - Well
 #6 - Site Fill
 TABULATION OF BIDS RECEIVED AT: 2:00 PM, January 29, 2025

Item No.	Description	Estimated Quantities	Unit	Designore Blacktop Paving, Inc.		Carver Construction, Inc		HIMA Paving and Contracting	
				42 Brick Church Rd, Troy, NY 12180		P.O. Box 890, 2170 River Rd, Coeymans, NY 12045		P.O. Box 151, Mechanicville, NY 12118	
				Unit Price	AMOUNT	Unit Price	AMOUNT	Unit Price	AMOUNT
1	All Work Associated With Well #6 Site Fill	1	LS	\$ 296,792.00	\$ 296,792.00	\$ 267,145.00	\$ 267,145.00	\$ 367,669.00	\$ 367,669.00
	Bidder's Total Bid			\$ 296,792.00		\$ 267,145.00		\$ 367,669.00	
	Town Bid Form			X		X		X	
	Town Non-Collusion Form			X		X		X	
	Resolution Authorizing Submission of Bids			X		X		X	
	Town Waiver on Immunity			X					
	B&L Bid Form			X		X		X	
	B&L Bid Submittal			X		X		X	
	Bid Bond			X		X		X	
	Iranian Energy Sector Divestment Certification			X		X		X	
	Prohibition on Purchase of Tropical Hardwoods Certification			X		X		X	
	NYSEFC DBE Utilization Plan			X, missing info		X, missing info			
	BABA Cert			X, missing info		X, missing info			
	AIS Cert			X, missing info		X, missing info			
	NYSEFC Lobbying Cert			X, revise project name		X			
	References								

CLIENT: Town of Rotterdam
 B&L PROJECT #: 904.043.002
 PROJECT: Water District No. 5 Water System Improvements - Contract No. 1 - Well
 #6 - Site Fill
 TABULATION OF BIDS RECEIVED AT: 2:00 PM, January 29, 2025

Item No.	Description	Estimated Quantities	Unit	Perry Construction, LLC		Eberhardt Excavation, LLC		American Evergreen, Inc.	
				7 Springs Lane, Troy NY 12180		72 Hillside Dr, West Shokan NY 12949		3 Agway Dr, Rensselaer, NY 12144	
				Unit Price	AMOUNT	Unit Price	AMOUNT	Unit Price	AMOUNT
1	All Work Associated With Well #6 Site Fill	1	LS	\$ 369,123.00	\$ 369,123.00	\$ 235,800.00	\$ 235,800.00	\$ 272,100.00	\$ 272,100.00
	Bidder's Total Bid				\$ 369,123.00		\$ 235,800.00		\$ 272,100.00
	Town Bid Form			X		X		X	
	Town Non-Collusion Form			X		X		X	
	Resolution Authorizing Submission of Bids			X		X, Signed Wrong Line		X	
	Town Waiver on Immunity			X		X		X	
	B&L Bid Form			X		X		X	
	B&L Bid Submittal			X		X		X	
	Bid Band			X		X		X	
	Iranian Energy Sector Divestment Certification			X		X		X	
	Prohibition on Purchase of Tropical Hardwoods Certification			X		X		X	
	NYSEFC DBE Utilization Plan			X, missing info				X, missing info	
	BABA Cert			X, missing info		X, missing info		X, missing info	
	AIS Cert			X, missing info		X, missing info		X, missing info	
	NYSEFC Lobbying Cert			X, revise project name		X, revise project name		X, revise project name	
	References					X		X	

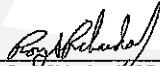
CLIENT: Town of Rotterdam
 B&L PROJECT #: 904.043.002
 PROJECT: Water District No. 5 Water System Improvements - Contract No. 1 - Well #6 - Site Fill
 TABULATION OF BIDS RECEIVED AT: 2:00 PM, January 29, 2025

Item No.	Description	Estimated Quantities	Unit	New Castle Paving, Inc		Peter K Fruch, Inc.		AMZ Construction Services, Inc.		Birdsall Excavation and Construction, LLC	
				1 Madison St, Suite 100, Troy, NY 12189		117 Old Quarry Rd, Feura Bush, NY 12067		1234 Main St, P.O. Box 232, Rotterdam Junction, NY 12150		15 Tower Lane, Clarksville, NY 12041	
				Unit Price	AMOUNT	Unit Price	AMOUNT	Unit Price	AMOUNT	Unit Price	AMOUNT
1	All Work Associated With Well #6 Site Fill	1	LS	\$ 299,000.00	\$ 299,000.00	\$ 297,850.00	\$ 297,850.00	\$ 313,000.00	\$ 313,000.00	\$ 267,335.00	\$ 267,335.00
	Bidder's Total Bid			\$ 299,000.00		\$ 297,850.00		\$ 313,000.00		\$ 267,335.00	
	Town Bid Form			X		X		X		X	
	Town Non-Collusion Form			X		X		X		X	
	Resolution Authorizing Submission of Bids			X, Signed Wrong Line		X		X		X, Signed Wrong Line	
	Town Waiver on Immunity			X		X				X	
	B&L Bid Form			X		X		X		X	
	B&L Bid Submittal			X		X		X		X	
	Bid Bond			X		X		X		X	
	Iranian Energy Sector Divestment Certification			X		X		X		X	
	Prohibition on Purchase of Tropical Hardwoods Certification			X		X		X		X	
	NYSEFC DBE Utilization Plan					X, missing info					
	BABA Cert			X, missing info		X, missing info					
	AIS Cert			X, missing info		X, missing info					
	NYSEFC Lobbying Cert			X, revise project name		X					
	References										

WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVAS OF BIDS.

BARTON & LOGUIDICE, D.P.C.:

DATE:


 By: Roy A. Richardson Jr., P.E., Associate

2/7/25

EBERHARDT EXCAVATION

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 60.25

**CALL FOR BIDS FOR ROTTERDAM WATER SYSTEM IMPROVEMENTS –
CONTRACT NO. 1 – WELL #6 – SITE FILL**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 2:00 P.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**ROTTERDAM WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 1 – WELL #6
– SITE FILL**

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 ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 2:00 P.M., WEDNESDAY, JANUARY 29, 2025.

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

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

DATED: January 8, 2025

BidNet: Please publish on January 10, 2025

Daily Gazette: Please publish once on January 10, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 8, 2025, 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, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

BID FORM

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

Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill

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



Signature
Eberhardt Excavation, LLC
Name of Company or Corporation
72 Hillside Drive
Address
West Shokan NY 12494
City State Zip
aceeberhardt@gmail.com
Email

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

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Eberhardt Excavation

Signed by: Andrew Eberhardt Title: Owner

Signature:  Date: 1/27/2025

Email: aceeberhardt@gmail.com

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

A [Signature]

Signature of Individual

1/27/2025

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: Eberhardt Excavation, LLC

Signed by: Andrew Eberhardt Title: Managing Member

Signature: A [Signature] Date: 1/27/2025

SECTION 00 41 16.01

BID FORM - GENERAL

**WELL #6 SITE IMPROVEMENTS
DWSRF PROJECT NUMBER 19259
Contract No. 1 – Well #6 – Site Fill**

SUBMITTED BY:

Eberhardt Excavation

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town Clerk
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY, 12306

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>01/22/2025</u>
<u>2</u>	<u>01/28/2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

08.24
904.043.002

BID FORM - GENERAL
00 41 16.01-1

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT NO. 1 – BASE BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
1	All Work Associated With Well #6 Site Fill	1	LS	\$ 235,800.00	\$ 235,800.00
Bidder's Total Base Bid					\$ 235,800.00

5.02 Items additive to the Base Bid shall be represented in figures thus: \$1,234.00.

5.03 Items deductive to the Base Bid shall be represented in figures thus: (\$1,234.00).

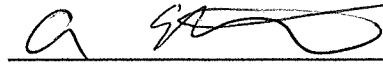
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Eberhardt Excavation

By:

[Signature]



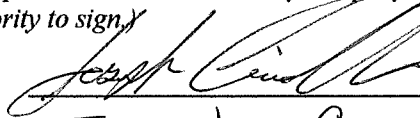
[Printed name]

Andrew Eberhardt

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Joseph Cimorelli

Title:

Superintendent

Submittal Date:

1/29/2025

Address for giving notices:

72 Hillside Drive

West Shokan, NY 12494

Telephone Number:

(845) 249-7550

Fax Number:

Contact Name and E-mail Address:

Andrew Eberhardt

aceeberhardt@gmail.com

Bidder's Federal

Employer Identification

Number (FEIN)

82-0764105

(For NYS Department of Labor reporting of Successful Bidder only)

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Eberhardt Excavation, LLC, 72 Hillside Drive, West Shokan, NY 12494

SURETY (Name, and Address of Principal Place of Business):

LEXINGTON NATIONAL INSURANCE CORPORATION, P.O. BOX 6098, LUTHERVILLE, MD 21094

OWNER (Name and Address):

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

BID

Bid Due Date: 01/29/2025

Description (Project Name— Include Location):

BOND

Bond Number: N/A

Date: 01/29/2025

Penal sum	Five Percent (5%) of the Total Bid Amount	\$	(5%)
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Eberhardt Excavation, LLC.	(Seal)	Lexington National Insurance Corporation	(Seal)
Bidder's Name and Corporate Seal		Surety's Name and Corporate Seal	

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Andrew C Eberhardt
Print Name

Gary A. Cardinale
Print Name

Member of LLC
Title

Attorney in Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature Salvatore Cardinale

Title Witness

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

08.24
904.043.002

BID BOND
00 43 13-1

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
COUNTY OF Ulster) SS.:

On the 28th day of January in the year 2025, before me, the undersigned, personally appeared Andrew Burhardt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity; and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



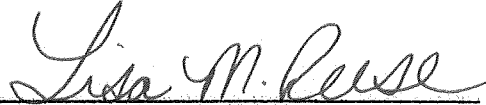
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) SS.:

Amanda K Grant
Notary Public, State of New York
No. 01GR6438929
Qualified in Ulster County
Commission Expires August 22, 2026

On the 29th day of January in the year 2025, before me, the undersigned, personally appeared Gary A Cardinale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity; and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. BOX 6098 -- LUTHERVILLE, MD 21094

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	\$7,701,253
Common Stocks (Market Value)	3,075,111
Mortgage Loans on Real Estate	5,725,669
Real Estate - Properties held for sale	- 0 -
Cash & Bank Deposits	20,480,135
Unpaid Premiums & Assumed Balances	2,266,397
Deferred Tax Asset	396,577
Electronic Data Processing Equipment	- 0 -
Receivable from parent	191,131
Interest & Dividends Due and Accrued	70,157
Funds Held in Escrow Accounts	<u>97,331,807</u>
TOTAL ASSETS	<u>\$137,238,237</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported losses net as to reinsurance ceded and incurred but not reported losses)	\$ 1,392,000
Commissions Payable	148,108
Other Expenses (Excluding taxes, licenses and fees)	445,157
Taxes, Licenses & Fees (Excluding Federal Income Tax)	238,894
Federal Income Taxes	4,954
Unearned Premiums	13,451,395
Advance Premiums	149,588
Reinsurance Payable	521,544
Payable to parent	442,226
Deferred Ceded Commission	1,887,379
Accounts Withheld by Company for Account of Others	<u>98,570,468</u>

TOTAL LIABILITIES	<u>\$117,251,713</u>
--------------------------	-----------------------------

Common Capital Stock	3,033,940
Gross Paid-in & Contributed Surplus	450,000
Unassigned Funds (Surplus)	16,906,776
Treasury Stock	<u>(404,192)</u>

Surplus as Regards Policyholders	<u>19,986,524</u>
----------------------------------	-------------------

TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$137,238,237</u>
---	-----------------------------

I, Kim Marzullo, Vice President of Lexington National Insurance Corporation, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Office of Insurance Regulation of the State of Florida.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company seal this 8th day of March, 2024.

LEXINGTON NATIONAL INSURANCE CORPORATION



Kim Marzullo, Vice President

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Salvatore Cardinale, Gary A Cardinale, Joseph V Cardinale

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be It Resolved, that the President, CEO or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President, CEO or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, CEO



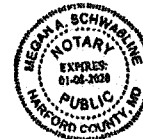
State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 9th day of May, 2024.


Lisa R. Slater, Secretary

Attached to bond signed this 29th day of January, 2025

F:\nic\Power of Attorney form CS 2021 with Watermark Seal

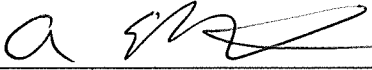
SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that Bidder has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:
 - a) “By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.


Signature

Owner
Title

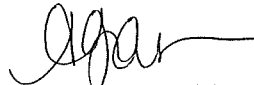
Eberhardt Excavation
Company Name

01-28-2025
Date

State of New York)
County of Ulster)

SS:

On this 28th day of January, 2025, before me personally came and appeared Andrew Eberhardt to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.



END OF SECTION

Amanda K Grant
Notary Public, State of New York
No. 01GR6438920
Qualified in Ulster County
Commission Expires August 22, 2026

SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

- A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
- B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.
- C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
1. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM: Eberhardt Excavation

By: Andrew Eberhardt, a 

Title: Owner

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Ulster)

On this 28th day of January, 2025, before me personally
came and appeared Andrew Ebenhardt to me known and
known to me to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

END OF SECTION


Amanda K Grant
Notary Public, State of New York
No. 01GR6438929
Qualified in Ulster County
Commission Expires August 22, 2026

SECTION 00 91 13.01
ADDENDUM

TOWN OF ROTTERDAM
Water District No. 5 Water System Improvements
Contract No. 1 – Well #6 - Site Fill
Addendum No. 1
Date Issued: January 22, 2025

a 
01-27-2025

The attention of bidders is called to the following changes to the Bid Documents, shall be taken into account in the preparation of Bids, and shall be a part of the Bid Documents

Bidders must acknowledge receipt of this Addendum on page 1 of the Bid Form.

CLARIFICATIONS

- Q1 Is there an Engineer's estimate for this project?
- A1 **The Engineer's estimate for Contract No. 1 – Well #6 – Site Fill is \$300,000.**
- Q2 Can you please clarify what aggregate materials we will use.
- A2 **Granular fill shall be Type 2 subbase material conforming to Section 733-04 – Subbase Course of the NYSDOT Standard Specifications. Embankment material, such as select fill, shall be used where indicated and shall conform to Section 733-08 – Embankment in Place of the NYSDOT Standard Specifications. No. 1 and No. 2 stone (NYSDOT 703-02) shall be used for pipe bedding and select structural fill as required.**
- Q3 Can the Engineer provide vectorized plans to bidders?
- A3 **No, vectorized plans will not be provided to bidders. Digital copies of the bidding documents may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>.**
- Q4 Can you provide more clarity on where the 4' diameter catch basin with 3 outlets as shown on Drawing C500, Detail 3 will be installed? We see that there is a 2'x2' square catch basin with one outlet on drawing C101 however there is limited detail on this catch basin.
- A4 **Refer to changes to Sheet C500 included in Attachment 2 to this addendum.**
- Q5 Is the intent to leave the access road in place for the well contract or remove it?
- A5 **The temporary stabilized access road and the NYSDOT Type 2 Gravel Access and Parking shall be kept in place following construction of Contract No. 1.**

01.25
904.043.002

ADDENDUM
00 91 13.01-1

- Q6 Has an addendum been issued for this project? If so how do we obtain this information?
- A6 **Addendum documents for the project are uploaded to the BidNet system at <http://www.bidnetdirect.com/townofrotterdam>.**
- Q7 Will there be a pre-bid meeting for this project?
- A7 **There will not be a pre-bid meeting for Contract No. 1. Bidders are welcome to contact the Senior Water Operator, Justin Peterson, at 518-378-3442 to schedule a site visit.**
- Q8 Please clarify the requirements for signage contained in Section 8 of the New York State Environmental Facilities Corporation Program Requirements and Bid Packet For Construction Contracts.
- A8 **Refer to Section 01 58 00 Specification for New York State Environmental Facilities Corporation Financing Signage included in Attachment 1.**
- Q9 Can you confirm what material is to be used as fill material? If Type 2 subbase is to be used, is there a specific slope requested of the subbase section inside the select fill?
- A9 **Granular fill and embankment materials shall be installed where indicated to meet the required grades and elevations as shown in the Contract Documents.**

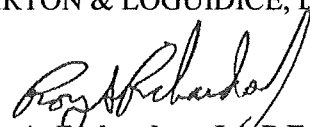
DRAWINGS

<u>Sheet No.</u>	<u>Description</u>
C500	CIVIL DETAILS Refer to Attachment 2 for updates to Plan Sheet C500.

END OF ADDENDUM

BARTON & LOGUIDICE, D.P.C.




Roy A. Richardson Jr., P.E.
Associate

ELP/tlh

Attachments

ADDENDUM
00 91 13.01-2

01.25
904.043.002

A Gm
01-27-2025

SECTION 00 91 13.02
ADDENDUM

TOWN OF ROTTERDAM
Water District No. 5 Water System Improvements
Contract No. 1 – Well #6 - Site Fill
Addendum No. 2
Date Issued: January 28, 2025

The attention of bidders is called to the following changes to the Bid Documents, shall be taken into account in the preparation of Bids, and shall be a part of the Bid Documents

Bidders must acknowledge receipt of this Addendum on page 1 of the Bid Form.

CLARIFICATIONS

- Q1 There is contradictory language in the bid documents about responsibility of testing. Some sections call out owner/engineer while others call out the Contractor. Would you be able to provide us a schedule of tests that need to be completed and the responsible parties?
- A1 **Refer to the Project Manual section of this Addendum for changes to Specification Section 00 73 16. Compaction testing, as listed in the Contract Documents, is the only anticipated onsite test.**
- Q2 General Note 9 on the plans calls out potential permits that may be required at the cost of the Contractor. Will a list of these permits be provided?
- A2 **Permits are not anticipated for this project.**
- Q3 Reference drawing C700 – Is compost filter sock to be placed in 5' spacing up the proposed sloped areas or would a single run be sufficient in locations shown on drawing C101?
- A3 **Composite filter socks shall be spaced at a maximum of 60' center-to-center and must not have more than a 60' upgradient contributing area. Compost filter socks shall also be installed parallel to the contours and be in compliance with NYSDEC Standard Specifications.**
- Q4 Is the 4" of topsoil and seed atop the temporary stabilized access road part of the GC contract as shown on drawing C101?
- A4 **Refer to the Drawings section of this Addendum for changes to Plan Sheet C101.**
- Q5 Reference spec 33 42 33 – Headwalls and Endwalls for Stormwater Piping. Drawing C101 shows an HDPE flared end section with no precast

01.25
904.043.002

ADDENDUM
00 91 13.01-1

headwall shown. Does this spec apply to this bid? If so please provide applicable details/locations.

- A5 Refer to the Project Manual section of this Addendum for changes to Specification Section 33 42 33.**
- Q6** Reference spec 32 93 00 – Plants. Please provide clarification on what part(s) of this spec apply to the initial bid. Trees/shrubs noted in spec as well as stone drain at structure edge but not shown on plans.
- A6 Specification Section 32 93 00 shall be referenced for temporary stabilization of disturbed areas. Trees and shrubs will be installed under a separate contract.**
- Q7** On Sheet C101, 93 LF of 12” HDPE is called out but when you measure the length at 1:20 scale, it is 46 LF. Please confirm the scale for Sheet C101.
- A7 A scale bar is provided on Sheet C101, however bidding documents for Contract No. 1 were provided at half scale PDFs. Bidders shall use the following scales for Sheet C101:**
- **Printed Full Scale: 1:20**
 - **Printed Half Scale: 1:40**
 - **Scale in PDF: 1:20**
- 93 LF of 12” HDPE is required between the proposed catch basin and flared end section.**
- Q8** What is the plan for the brush and dirt piles indicated on the plans as being onsite?
- A8 Clearing and grubbing materials shall be disposed of offsite.**
- Q9** Are we assuming the use of all onsite material for everywhere except under new buildings or access routes?
- A9 No on-site materials shall be used for construction of Contract No. 1.**
- Q10** Are we assuming Type 2 structural fill under the building? How deep do you want this?
- A10 Please refer to Addendum No. 1 for information regarding fill materials. Contractor shall reference the existing elevations on Plan Sheet C100 – Existing Wellfield Site Plan and the final grades and elevations on Plan Sheet C101 – Proposed Wellfield Site Plan to determine the depths for fill materials.**
- Q11** Should we plan on a second mobilization to remove and stabilize the access road or are we removing at the end of the earthwork portion of the project?

ADDENDUM
00 91 13.01-2

01.25
904.043.002

- A11** Please refer to Addendum No. 1 for information regarding the Temporary Access Road.
- Q12** Can silt fence be used in lieu of silt sock?
- A12** Yes, silt fence may be used in lieu of silt socks. Refer to the Drawings section of this Addendum for changes to Plan Sheet C700.
- Q13** Is an extension of the bid date for this project expected?
- A13** No, the Bid Opening date will not be rescheduled.

PROJECT MANUAL

Section
00 73 16

Description
SUPPLEMENTARY CONDITIONS

ADD the following:

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC-14.02.B In Paragraph 14.02.B, replace “Owner” with “Contractor”.

ADD the following:

SC-14.02.G Contractor shall submit to Engineer for approval certification of the intended material testing services firm for compaction testing. All test results must be approved by the certified firm and submitted to the Engineer.

33 42 33

HEADWALLS AND ENDWALLS FOR STORMWATER PIPING

REMOVE this Specification Section in its entirety.

DRAWINGS

Sheet No.
C101

Description
PROPOSED WELLFIELD SITE PLAN

DELETE the following callout referring to the access road in its entirety:

“TEMPORARY STABILIZED ACCESS ROAD, SEE DETAIL 1, SHEET C700. MAX SLOPE 10%, GRANULAR FILL CONFORMING TO NYSDOT 733-04, TYPE 2 STONE. ROAD TO BE TOPSOIL AND SEEDED WITH 4” OF TOPSOIL AFTER CONSTRUCTION.”

01.25
904.043.002

ADDENDUM
00 91 13.01-3

and **REPLACE** with the following:

“TEMPORARY STABILIZED ACCESS ROAD, SEE DETAIL 1, SHEET C700. MAX SLOPE 10%, GRANULAR FILL CONFORMING TO NYSDOT 733-04, TYPE 2 STONE. CONTRACTOR SHALL PROVIDE TOPSOIL AND SEED WHERE SHOWN, EXCEPT FORTOP OF THE TEMPORARY ACCESS ROAD SURFACE, WHICH WILL BE COMPLETED LATER UNDER SEPARATE CONTRACT BY OTHERS.

C700

EROSION AND SEDIMENT CONTROL DETAILS
Refer to Attachment 1 for updates to Plan Sheet C700.

END OF ADDENDUM

BARTON & LOGUIDICE, D.P.C.



Roy A. Richardson Jr., P.E.
Associate

ELP/

Attachments

ADDENDUM
00 91 13.01-4

01.25
904.043.002



EBERH-1

OP ID: JC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2025

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

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

PRODUCER Global Underwriters Agency PO Box 4987 Clifton Park, NY 12065 John Wisniewski	518-877-8623	CONTACT NAME: Jennifer Case	PHONE (A/C, No, Ext): 518-877-8623	FAX (A/C, No): 518-877-8820
			E-MAIL ADDRESS: J.case@globaluw.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Middlesex Ins. Co.		23434
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED Eberhardt Excavation LLC 72 Hillside Dr W Shokan, NY 12494	
---	--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			A0226257004	08/22/2024	08/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A0226257001	08/22/2024	08/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10000			A0226257006	08/22/2024	08/22/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A0226257005	08/22/2024	08/22/2025	PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			A0226257003	08/22/2024	08/22/2025	Leased/ Rented Eq 350,000

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

CERTIFICATE HOLDER

TOWNZR3

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Eberhardt Excavation LLC 72 Hillside Dr W Shokan NY 12494 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 845-428-3345 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 820764105
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306	3a. Name of Insurance Carrier Middlesex Insurance Co 3b. Policy Number of Entity Listed in Box "1a" A0226257005 3c. Policy effective period 08/22/2024 to 08/22/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: William Kloc

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____

William Kloc

(Signature)

1/28/2025

(Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-877-8623

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

EBERHARDT EXCAVATION LLC
72 HILLSIDE DRIVE
WEST SHOKAN, NY 12494

1b. Business Telephone Number of Insured

845-687-9749

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

820764105

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

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

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam NY 12306

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

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

DBL464079

3c. Policy effective period

04/29/2024

to

04/28/2026

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Date Signed 1/28/2025 By 

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100

Name and Title Leston Welsh, Chief Executive Officer

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

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

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

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

SECTION 00 43 93

BIDDER'S CHECKLIST

Section 00 22 13, Town of Rotterdam Standard Specifications

☒

Section 00 43 13, Bid Bond. Execute and attach Bid security.

☒

State and Federal requirements: Each of the following forms must be complete and executed:

Section 00 45 34, Iranian Energy Sector Divestment Certification.
Requires Bidder's signature.

☒

Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods
Certification. Requires Bidder's signature.

☒
☒

Section 00 73 90, NYSEFC Bid Packet

- EFC DBE Utilization Plan
- BABA Contractor's Certification
- AIS Contractor's Certification
- Lobbying certification

END OF SECTION

Attachment 1 – EFC DBE Utilization Plan

DRAFT



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name: <u>Eberhardt Excavation, LLC</u>			Contract Type: ☒ Construction ☐ Other Services	
Is the Prime Firm certified as a DBE? ☐ Yes ☒ No If yes, please include Prime information in Section 3.				
Address: <u>72 Hillside Drive West Shokan, NY</u>		Phone #: <u>(845) 249-7550</u>	Fed. Employer ID #: <u>82-0764105</u>	
Description of Work: <u>Land clearing + grading 12494</u>		Email: <u>aceeberhardt@gmail.com</u>		
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$			Total: 20% \$	Total: % \$
DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)				
If fair share objectives are not met, documentation must be attached: ☐ No Participation ☐ Short of the DBE Fair Share Objective				
☐ Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:			
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Start Date: Completion Date:			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Start Date: Completion Date:			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Start Date: Completion Date:			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Start Date: Completion Date:			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Start Date: Completion Date:			

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____		Start Date: Completion Date:	
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____		Start Date: Completion Date:	
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____		Start Date: Completion Date:	
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____		Start Date: Completion Date:	
Business Name:		Fed. Employer ID#:	
Address:		Phone #:	
Scope of Work:		Email:	
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____		Start Date: Completion Date:	

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from DBE Directories of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. A log of solicitation results, consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

TBD

SIGNATURE

Electronic Signature of Contractor: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Name (Please Type):

a [signature]

Date: 1/27/25

Attachment 2 – BABA Contractor's Certification



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: Water District No. 5 Water System Improvements Contract No.1 - Well #6 - Site Fill

Contractor's Name: Eberhardt Excavation, LLC

Contract ID:

SRF Project No.: 19259

SRF Recipient Name: (T) Rotterdam

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:



Name (print):

Andrew Eberhardt

Title:

Managing Member

Date:

1/27/2025

Attachment 3 – AIS Contractor's Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: Water District No. 5 Water System Improvements Contract No.1 - Well #6 - Site Fill
Contractor's Name: Eberhardt Excavation, LLC
Contract ID:
SRF Project No.: 19259
SRF Recipient Name: (T) Rotterdam

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

A Eberhardt

Name (print):

Andrew Eberhardt

Title:

Managing Member

Date:

1/27/2025

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

New York State Environmental Facilities Corporation CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS 40 CFR Part 34

SRF Project No.: 19259

Recipient: (T) Rotterdam

Project Description: Valve and Hydrant Replacement

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Andrew Eberhardt

Title:

Managing Member

Company Name:

Eberhardt Excavation, LLC

Date:

1/27/2025

Contract ID:

RESOLUTION NO. 90.25

TO APPROVE 2024 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-21,059.08
General	A3120 4302	INTO: Patrol Vehicle Gas	+16,414.38
General	A3310 4302	INTO: Traffic Control Gas	+472.18
General	A7110 4302	INTO: Parks Gas	+1,995.13
General	A1355 4302	INTO: Assessor	+22.45
General	A3410 4302	INTO: Fire Fight Gas	+2,154.94
General	A5132 4304	FROM: Central Gas Expenditure	-3,514.16
Highway	DA5110 4304	INTO: Fuel General	+1,562.75
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,951.41
General	A5132 4304	FROM: Central Gas Expenditure	-2,156.72
S2	S28120 4302	INTO: S2 Gas Oil Lube	-2,156.72
General	A5132 4304	FROM: Central Gas Expenditure	-2,180.38
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,180.38

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** expenditures to the various accounts for 2024 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,001.19
General	A8189 4302	INTO: Landfill Gas	+1,599.18
General	A3410 4302	INTO: Fire Fight Gas	+1,217.81
General	A3120-4202	INTO: Police Diesel Generator	+184.20
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-14,097.99
Highway	DA5110 4304	INTO: Fuel General	+4,455.72
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+9,642.27

<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-461.87
S2	S28120 4302	INTO: S2 Gas Oil Lube	+461.87
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-439.41
W5	W58340 4302	INTO: W5 Gas Oil Lube	+439.41

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Collins			
Dodson			
Gallucci			
Mastroianni			
Schlag			

RESOLUTION NO. 91.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR GIS ANNUAL LICENSING
SUBSCRIPTION SERVICES**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Environmental Systems Research Institute, Inc. (esri), located at 380 New York Street, Redlands, CA 92373, to provide Geographic Information System (GIS) mapping software for an annual licensing subscription with esri, in the amount not to exceed five thousand one hundred twenty-one 12/100 (\$5,121.12) dollars.

SECTION 2. This resolution shall become effective on February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: January 24, 2025

TO: Mollie Collins, Town Supervisor

FROM: Dan Marsello, GIS/Stormwater Officer

TITLE OF REQUEST: GIS Annual Licensing Agreement - ESRI

TOWN BOARD MEETING: February 12, 2025

Background Information:

To support the DPW mapping and Geographic Information System (GIS) project, the Town needs to purchase an annual licensing subscription with ESRI.

Evaluation/Analysis:

After consultation with Schenectady County and our consultant LaBella Engineering, it was recommended that an annual licensing subscription with ESRI was critical to implementing the DPW mapping project.

Recommendation(s):

Authorize the Supervisor to execute an agreement with ESRI for a GIS annual licensing agreement for 2025.

Attachment/Document(s):

Quotation from ESRI

Compliance with Purchasing Policy:

N/A

Effect(s) on Existing Law(s):

N/A

LEGISLATION WILL BE PREPARED BY:

Supervisor's Office



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 01/15/2025
To: Dan Marsello
Organization: Town of Rotterdam
Public Work
Fax #: **Phone #:** 518-355-7575

From: Pete Bennett
Fax #: 909-307-3083 **Phone #:** + 19093692063 Ext. 2063
Email: pbennett@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26262069
Document Date: 01/15/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Date: 01/15/2025**Quotation Number:** 26262069**Contract Number:** 305303

Town of Rotterdam
Public Work
Water & Sewer
1100 Sunrise Blvd
Schenectady NY 12306-2936
Attn: Dan Marsello
Email: dmarsello@rotterdamny.org
Customer Number: 766098

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Pete Bennett

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
For customers purchasing from the State of New York Centralized Contract No. PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here http://www.esri.com/legal/software-license				
10	1	153147 ArcGIS Online Viewer User Type Annual Subscription Start Date: 04/16/2025 End Date: 04/15/2026 Subscription ID: 9989786999	123.92	123.92
1010	1	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 04/16/2025 End Date: 04/15/2026 Subscription ID: 9989786999	689.13	689.13
2010	1	165531 ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription Start Date: 04/16/2025 End Date: 04/15/2026	246.84	246.84

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Page 2

Date: 01/15/2025

Quotation Number: 26262069

Contract Number: 305303

Item	Qty	Material#	Unit Price	Extended Price
Subscription ID: 9989786999				
3010	1	165533 ArcGIS Online Mobile Worker User Type Annual Subscription Start Date: 04/16/2025 End Date: 04/15/2026 Subscription ID: 9989786999	393.93	393.93
4010	1	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 04/16/2025 End Date: 04/15/2026 Subscription ID: 9989786999	689.13	689.13
5010	1	165536 ArcGIS Online Professional (formerly Standard) User Type Annual Subscription Start Date: 04/16/2025 End Date: 04/15/2026 Subscription ID: 9989786999	2,978.17	2,978.17
Item Subtotal				5,121.12
Estimated Tax				0.00
Total				USD 5,121.12

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Page 3

Date: 01/15/2025 **Quotation No:** 26262069 **Customer No:** 766098 **Contract No:** 305303

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Renew online by using a credit card, purchase order, or by requesting an invoice at
<https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at

<http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

<http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

RESOLUTION NO. 92.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH JOHNSON CONTROLS
FIRE PROTECTION LP FOR THE ROTTERDAM POLICE DEPARTMENT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Johnson Controls Fire Protection LP, located at 1399 Vischer Ferry Road, Clifton Park, NY 12065 to provide maintenance and repairs to the Police Department's smoke / fire detection system, in the total amount not to exceed two thousand six hundred twenty-four and 90/100 (\$2,624.90) dollars.

SECTION 2. This resolution shall be effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: January 24, 2025

TO: Rotterdam Town Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Authorize the Town Supervisor to enter into an agreement with Johnson Controls Fire Protection LP.

TOWN BOARD MEETING: February 12, 2025

Background information: An inspection of the Police Department's smoke / fire detection system was recently completed by Johnson Controls Fire Protection LP. The inspection yielded deficiencies that need correcting in accordance with National Fire Protection Association guidelines.

Evaluation/Analysis: N/A

Recommendation(s): Authorize the Town Supervisor to enter into an agreement with Johnson Controls Fire Protection LP to provide maintenance and repairs to the Police Department's smoke / fire detection system.

Attachment/Document(s): Copies of service agreements.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD



PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Fire Protection LP
1399 Vischer Ferry Rd
Clifton Park, NY 12065
518-414-6149

www.johnsoncontrols.com

Date: 1/22/2025		Customer #: 118694		Product Family: Fire Alarm		Inspection Deficiency	
SR #:		JD Proposal #:		Prepared By:			
Quote Ref: Inspection SR 58086496				Name: Donald A Holmes		Phone #: 518-414-6149	
				Email: donald.holmes@jci.com			
Site Information				Billing Information			
Name: Town of Rotterdam				Name: Adirondack Community College - Washington Hall			
Address: 101 Princetown Rd				Address: 640 BAY RD			
Dominelli PubSafety Bldg				Washington Hall Library			
City: SCHENECTADY		State: NY		Zip Code: 12306		City: GLENS FALLS	
						State: NY	
						Zip Code: 12804-0000	
Purchaser Contact Information:							
Name: Jeff Collins		Phone: 518-858-9328		Email: jcollins@rotterdamny.org			

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Scope of Work

In regard to your recent inspection, the following deficiencies will be repaired in accordance with NFPA:

* Replace Batteries that failed load test and date code - Main FACP

PRICING PER NYS CONTRACT:

LABOR FA Tech: = \$453.46

MATERIAL: (2) 12AH BATTERY (2081-9288) @ \$178.80 ea = \$357.60

Prevailing Wage Required?	<u>Yes</u>	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Certified Payroll Required?	<u>No</u>	
Customer/Site Tax Exempt?	<u>Yes</u>	

Payment Terms:	Upon Receipt	\$811.06	Eight Hundred Eleven Dollars and Six Cents
☒ Fixed Price	☐ Labor and Material	☐ NTE	

Name: _____
Title: _____
PO # _____
Signature _____

Johnson Controls Fire Protection LP

Donald A Holmes
donald.holmes@jci.com
518-414-6149

1. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: (a) the limit price quoted, or (b) the actual cumulative billing based on the aforementioned prevailing rate. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment, licenses and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and Services to be performed as set forth in the Scope of Work. If the actual number of devices installed or Services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g. steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshall) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all rights of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (7:00 a.m. – 4:30 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company

secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. **The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing.** Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk;
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no

obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.** Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said Hazardous Conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide Services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from steel, plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to

the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge.

20. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two (2) years after the termination of this Agreement.

23. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services; (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

25. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

26. Entire Agreement. The parties intend this Agreement, together with any attachments or riders to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an authorized representative of Company.

27. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this

Agreement.

29. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

30. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer

acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

31. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.



PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Fire Protection LP
1399 Vischer Ferry Rd
Clifton Park, NY 12065
518-414-6149

www.johnsoncontrols.com

Date: 1/22/2025		Customer #: 110402		Product Family: Fire Alarm		Inspection Deficiency	
SR #:		JD Proposal #:		Prepared By:			
Quote Ref: Inspection SR 58086498				Name: Donald A Holmes		Phone #: 518-414-6149	
				Email: donald.holmes@jci.com			
Site Information				Billing Information			
Name: Town of Rotterdam				Name: Adirondack Community College - Washington Hall			
Address: 1100 Sunrise Blvd				Address: 640 BAY RD			
Kirvin Town Hall-atten Comptrollers Office Town Of Rotterdam				Washington Hall Library			
City: SCHENECTADY		State: NY		Zip Code: 12306		City: GLENS FALLS	
						State: NY	
						Zip Code: 12804-0000	
Purchaser Contact Information:							
Name: Jeff Collins		Phone: 518-858-9328		Email: jcollins@rotterdamny.org			

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Scope of Work

In regard to your recent inspection, the following deficiencies will be repaired in accordance with NFPA:

- * Heat detector in first floor office 111 next to device M1-28 needs to be removed as it is no longer attached to system
- * Combo device next to M1-11 in open office 114 needs to be removed. No longer connected to system.
- * Device in computer room on 1st floor needs to be removed. No longer connected to system.
- * Device next to M1-10 storage room 124 needs to be removed. No longer connected to system
- * Door Holder bypass key is not programmed properly. Doors close on alarm when bypass is on
- * Troubleshoot - Output Abnormal M1-91 Duct Detector - 3rd FI AHU-1

PRICING PER NYS CONTRACT:

LABOR FA Tech: = \$1,813.84

Prevailing Wage Required?	Yes	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Certified Payroll Required?	No	
Customer/Site Tax Exempt?	Yes	

Payment Terms:	Upon Receipt	\$1,813.84	One Thousand Eight Hundred Thirteen Dollars and Eighty Four Cents
☐ Fixed Price	☒ Labor and Material	☐ NTE	

Name: _____
Title: _____
PO # _____
Signature _____

Johnson Controls Fire Protection LP

Donald A Holmes
donald.holmes@jci.com
518-414-6149

1. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: (a) the limit price quoted, or (b) the actual cumulative billing based on the aforementioned prevailing rate. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment, licenses and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and Services to be performed as set forth in the Scope of Work. If the actual number of devices installed or Services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g. steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshall) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all rights of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (7:00 a.m. – 4:30 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company

secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. **The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing.** Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk;
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no

obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.** Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said Hazardous Conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide Services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from steel, plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to

the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge.

20. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two (2) years after the termination of this Agreement.

23. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services; (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

25. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

26. Entire Agreement. The parties intend this Agreement, together with any attachments or riders to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an authorized representative of Company.

27. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this

Agreement.

29. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

30. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer

acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

31. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

RESOLUTION NO. 93.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING &
ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED
TO THE WASTEWATER TREATMENT PLANT CHEMICAL BULK STORAGE
APPLICATION ASSISTANCE**

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 KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Wastewater Treatment Plant Chemical Bulk Storage Application Assistance, in an amount not to exceed one thousand and 00/100 (\$1,000.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: January 23, 2025

TO: Mollie Collins, Town Supervisor

FROM: Mary Barrie, Stormwater Program Coordinator

TITLE OF REQUEST: Proposal for Engineering Services - Chemical Bulk Storage (CBS) permit application/registration

TOWN BOARD MEETING: February 12, 2025

Background Information: KB Engineering and Architecture, P.C. has submitted a proposal to complete the registration of the three (3) sodium hypochlorite storage tanks at the Wastewater Treatment Plant with NYSDEC.

Evaluation/Analysis: KB Engineering and Architecture, P.C. will prepare the Hazardous Substance Bulk Storage application form and CBS registration. They will also prepare the CBS Spill Prevention Report required by the CBS registration.

Recommendation(s): Authorize the Supervisor to enter into an agreement with KB Engineering and Architecture, P.C. for an amount not to exceed \$1,000.00.

Attachment/Document(s): KB Engineering and Architecture, P.C. proposal dated January 17, 2025. See attached Proposal for Engineering Services.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

January 17, 2025

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
WWTP CBS Application Assistance
Proposal for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB) is pleased to submit this Proposal to provide Professional Engineering Services related to the completion of the Chemical Bulk Storage (CBS) permit application for the sodium hypochlorite storage tanks at the WWTP. We propose the following scope of engineering services:

A. Base Services

1. Review of the September 2020 CBS Spill Prevention Report.
2. Update/complete the Hazardous Substance Bulk Storage Application form.
3. Provide the Application form to the Town and advise of the necessary items to be submitted to NYSDEC.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **\$1,000.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations:

- Payment of application fee shall be by the Town of Rotterdam.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB's performance of the affected Services. If KB's adherence to Client's policies increases KB's costs of providing the Services, KB shall notify Client of the foregoing and Client shall pay KB for the increased costs associated with adherence to such policies.

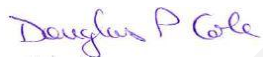
F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB'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 Engineering & Architecture, P.C.



Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

Mollie Collins, Supervisor

DATE:

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, P.C.:



Douglas P. Cole, P.E. – Senior Director of
Engineering

DATE: 1/17/2025

1. **General.** These Standard SUBCONSULTANT Terms & Conditions, together with the Subconsultant Agreement, and its exhibits, constitute the full and complete Agreement between KB Engineering & Architecture, PC ("KB") and the entity or person identified as the SUBCONSULTANT in the Subconsultant Agreement. KB hereby gives notice that it objects to and expressly rejects the inclusion of any additional or different terms proposed by SUBCONSULTANT, and any reference to SUBCONSULTANT'S proposal is solely for the purpose of incorporating the description and specifications of any goods, materials or services contained therein. SUBCONSULTANT shall diligently perform all services, furnish all labor and materials and perform all tasks necessary to produce all of the deliverables required and perform all of the Services reasonably implied, incidental or inferred under the terms of this Agreement, its Exhibits, as well as all other documents attached to or incorporated by reference as forming a part of this Agreement ("Services"). The SUBCONSULTANT is not entitled to request a change order if the changes do not "materially" increase the Scope of Work. SUBCONSULTANT, its employees, and its agents are not the agents, representatives, or employees of KB, and SUBCONSULTANT is and shall be an independent contractor with regard to the Services. KB and the SUBCONSULTANT may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party".

2. **Standard of Care.** SUBCONSULTANT'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. SUBCONSULTANT agrees to promptly reperform, repair or replace, at KB's option and at SUBCONSULTANT'S cost and expense, any Services which fail to conform to such requirements or in the event such a degree of skill and care is not exercised.

3. **Compliance.** SUBCONSULTANT shall comply with all applicable laws and regulations of any governmental agency having jurisdiction (including any requirement to obtain and maintain any permits, licenses, or approvals) to complete the Services. SUBCONSULTANT certifies compliance with all applicable federal, provincial, state, local, occupational, health and safety, labor, and other anti-discrimination

laws, the standards and regulations issued thereunder, and the amendments thereto. The SUBCONSULTANT represents it shall comply, to the extent applicable, with all applicable provisions of the standards and regulations issued thereunder. Such rules and regulations are incorporated herein by reference with the same force and effect as if set forth herein verbatim. Furthermore, SUBCONSULTANT shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subconsultants to employ and advance in employment qualified individuals with disabilities and protected veterans.

4. **Schedule.** Time is of the essence in the performance of the obligations created by this Agreement if required by the Prime Contract between KB and KB's Client. Otherwise, SUBCONSULTANT agrees to commence and complete the Services in accordance with any schedule incorporated into this Agreement, or any schedule submitted by SUBCONSULTANT and otherwise accepted in writing by KB; and with respect to any changes, out of scope or additional Services, SUBCONSULTANT shall expeditiously perform such Services according to any schedule therefore agreed to by the parties. In addition, no Services shall be delayed and SUBCONSULTANT shall be required to proceed diligently with the performance of the Services under this Agreement during all disputes pending final resolution for any request for relief, claim, appeal or action arising under this Agreement.

5. **Compensation.** (a) SUBCONSULTANT may invoice KB after it has completed the Services, or portions thereof, and any required corrections to the satisfaction of KB, and delivered in accordance with the terms of this Agreement all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required hereunder, certificates of inspection, marked-up record documents, required itemizations and other documents required for progress payments. INVOICES MUST BE SUBMITTED TO SUBINVOICES@PRIMEENG.COM. INVOICES SUBMITTED TO KB SHALL INCLUDE A VALID, CURRENT COPY OF THE CERTIFICATE OF INSURANCE REQUIRED UNDER THIS AGREEMENT (IF NOT PREVIOUSLY PROVIDED DURING THE CURRENT YEAR). (b) KB agrees to

pay SUBCONSULTANT within thirty (30) days of KB's receipt of payment from Client for SUBCONSULTANT's satisfactory Services which has been accepted by the Client. SUBCONSULTANT expressly agrees that it shall be a condition to any payment that KB shall have received payment from the Client for such Services of the SUBCONSULTANT, and that such payment by the Client shall be a condition precedent to KB's obligations hereunder, and that KB shall have no obligation to SUBCONSULTANT unless payment for such Services is made to KB by the Client. However, in the event KB's Client disputes or otherwise withholds a payment to KB, which payment includes some non-disputed portion due SUBCONSULTANT, KB will make all reasonable efforts to secure release of non-disputed portion of payment from its Client. (c) SUBCONSULTANT warrants that title to and ownership of the Services shall transfer to KB free and clear of all liens or rights of liens. No payment shall be made to SUBCONSULTANT without a duly executed Agreement and a valid, current Certificate of Insurance in compliance with this Agreement. Payments made to the SUBCONSULTANT will include compensation for all applicable sales, use, gross receipts, or excises taxes. (d) In recognition that KB's Client requires the prompt submission of invoices for payment, the parties agree that all invoices must be submitted by SUBCONSULTANT to KB within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first. SUBCONSULTANT waives its right to receive payment on all invoices which are not submitted within that time. KB may set-off or counterclaim against amounts payable to SUBCONSULTANT, or asserted to be payable to SUBCONSULTANT, under this or any other contract, any claim KB may have against SUBCONSULTANT, including any failure to comply with any terms herein.

6. Changes. No changes to this Agreement and no extra charges will be allowed unless a duly authorized representative of KB specifically agrees to them in writing. As a condition precedent to SUBCONSULTANT's recovery on any claim for an increase in the cost of the Services or for an extension of time to complete the Services (a "Claim"), SUBCONSULTANT shall, immediately after the occurrence of the event which SUBCONSULTANT believes may give rise to a Claim, give KB written notice of the claim, which notice shall contain a verified statement that supports the claim and details the estimated change in the Subcontract cost and the time to

complete the Services. SUBCONSULTANT's failure to provide notice as required by this paragraph shall be a waiver of SUBCONSULTANT's right to recovery under the Agreement and on a Claim. In no event shall SUBCONSULTANT be entitled to compensation for changes which are not reimbursable to KB by its Client. Any determination by KB or Client regarding same shall be binding upon SUBCONSULTANT.

7. Insurance. SUBCONSULTANT shall provide and maintain during the term of this Agreement and for three (3) years after completion of Services, at SUBCONSULTANT's expense, the minimum limits of insurance described below. SUBCONSULTANT's failure to procure the required types and limits of insurance as set forth herein, shall not relieve SUBCONSULTANT of its indemnification obligations hereunder. (a) *Workers' Compensation, Disability Benefit, and Employer's Liability Insurance* in at least the minimum amounts required by and in compliance with the laws of the State(s) where the Services is to be performed. (b) *Commercial General Liability Insurance*, including contractual liability, completed operations, hazards and explosion, collapse, and underground hazard coverage, with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (i) damage to above-ground or underground property; (ii) collapse of structures; (iii) damage resulting from explosion or blasting; (iv) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provision of this Agreement; and (v) damage to completed operations. If the Services to be performed is within or near a railroad right-of-way and other railroad facilities, SUBCONSULTANT's insurance shall not include any exclusions of coverage for any claims or liabilities associated with Services, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities. (c) *Automobile Liability Insurance* covering owned, non-owned, and hired vehicles used by SUBCONSULTANT in connection with the Services with a limit of not less than \$1,000,000 per accident combined single limit, \$1,000,000 aggregate. If/when transporting waste motor carrier endorsement form MCS-90 will be required. (d) *Following form Excess Umbrella Liability Insurance* extending coverage under SUBCONSULTANT's comprehensive general, automobile and Employer's Liability insurance policies with a limit of \$2,000,000

per occurrence and in the aggregate. (e) If the Services involves the handling, transportation or use of chemicals or contaminants or Services areas containing pollutants or hazardous materials, Pollution Liability with a limit of not less than \$1,000,000 per incident, \$1,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the SUBCONSULTANT. (f) For professional services, including but not limited to engineering, architectural, laboratory analysis and/or surveying services, are part of the Work, *Professional Liability (Errors and Omissions) Insurance* with a limit of not less than \$1,000,000 per claim, \$2,000,000 aggregate.

8. Certificates of Insurance (COI). (a) *General Information.* SUBCONSULTANT's proof of coverage shall be in the form of a duly executed and properly endorsed insurance certificate from an insurance carrier licensed to transact insurance business in the state in which the Services is to be performed. Each certificate shall certify that all the required insurance, in Section 7, has been effected and that the SUBCONSULTANT is covered thereby. SUBCONSULTANT shall provide KB with the certificate of insurance (COI) indicating that the minimum types and limits of insurance have been procured by SUBCONSULTANT prior to final execution of this Agreement and include said COI as an exhibit to the Agreement. All certificates must contain the applicable KB project manager contact name (first and last name), project name and project number to ensure timely payment. Refer to the Subconsultant Agreement for project manager, project name and project number. (b) *Additional Insureds.* SUBCONSULTANT agrees to name "KB Engineering & Architecture, PC, its Client, and their respective affiliates, directors, officers, employees, and agents" as additional insured as their interests may apply on all policies as required by Section 7 (with the exception of the Workers' Compensation, Employer's Liability, and any Professional Liability Policy). SUBCONSULTANT shall provide this specific language endorsement on the Certificate of Insurance under the additional insured section of the COI.

9. Insurance Miscellaneous. (a) *Waiver of Subrogation.* SUBCONSULTANT shall cause the underwriters of each of the insurance coverage required above waive all rights of subrogation against "KB Engineering & Architecture, PC, its Client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing

policies. (b) *Thirty (30) Day Cancellation Notice.* SUBCONSULTANT shall provide KB and Client with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, all such policies. (c) *Insurance Policies.* Upon request SUBCONSULTANT shall provide KB with certified copies of its insurance policies. (d) *Claims or losses or potential losses.* SUBCONSULTANT agrees to promptly notify KB of any claims or losses or potential claims or losses resulting from or arising out of SUBCONSULTANT's performance of the Services and shall, within three (3) days of occurrence, provide KB with copies of SUBCONSULTANT's correspondence pertaining to the incident, including any and all SUBCONSULTANT accident reports. (e) *Primary and non-contributory.* Any coverage provided KB by SUBCONSULTANT'S insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of KB, its members, subsidiaries, and affiliated companies. (f) *Incident Notices.* Whenever an employee of SUBCONSULTANT suffers an occupational injury or disease as a result of the Services and such injury or disease is required by the Workman's Compensation or Occupational Disease Laws to be reported to the proper authorities, SUBCONSULTANT shall promptly furnish a copy of such report to KB. SUBCONSULTANT also shall require all SUBCONSULTANTS to furnish copies of such reports to KB in connection with occupational injuries or diseases sustained by their employees.

10. Indemnity. (a) *With respect to non-professional services (General Liability Insurance),* SUBCONSULTANT agrees to indemnify, defend and hold KB and Client and their respective owners, partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of SUBCONSULTANT's employees, to the extent caused by the act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. (b) *With respect to professional services (Professional Liability Insurance),* SUBCONSULTANT agrees to indemnify and hold the KB and Client and their respective owners, partners, directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily

injury or death ("Damages"), including claims of SUBCONSULTANT's employees, to the proportionate extent caused by the negligent act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. SUBCONSULTANT's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by SUBCONSULTANT's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

11. Assignment / Subcontracts. SUBCONSULTANT shall not assign any proceeds or subcontract any of the Services to be performed hereunder without the express written consent of KB. SUBCONSULTANT will be fully responsible to KB for the acts and omissions of its lower-tier subconsultants and of persons either directly or indirectly employed by all SUBCONSULTANT's lower-tier subconsultants.

12. Termination / Survival. KB may terminate this Agreement with or without cause upon delivery of written notice to SUBCONSULTANT. In the event KB shall terminate without cause, KB shall be liable to SUBCONSULTANT in accordance with the terms of this Agreement, inclusive of the limitations set forth in the contract between KB and its Client, for any outstanding amount owing to SUBCONSULTANT for Services provided to KB's satisfaction through the effective date of termination. All express representations, confidentiality obligations, waivers, and the indemnifications included in this Agreement will survive its completion or termination for any reason. If this Agreement is terminated for cause, KB may procure, upon such terms as it shall deem appropriate, supplies or services like those so terminated. SUBCONSULTANT shall continue performance under this Agreement to the extent not terminated and shall be liable to KB for any excess cost for such similar supplies or services, and for any other costs, expenses, or liabilities incurred by KB and/or its Client(s) as a result of SUBCONSULTANT's default. KB reserves the right to offset any such costs, expenses, or liabilities against monies due to SUBCONSULTANT under this or any other AGREEMENT. In the event the

amount of damage exceeds the balance due to SUBCONSULTANT, SUBCONSULTANT shall pay to KB the amount of such excess. The rights and remedies of KB set forth in this Paragraph shall not be exclusive and are in addition to all other rights and remedies of KB.

13. Use of Documents / Confidentiality / Ownership. SUBCONSULTANT shall maintain complete and accurate working files and/or documentation of the Services, including new data, calculations, estimates, assumptions, logs, maps, drawings, plans, specifications, diaries, interpretations, notes and calibrations, for a period of ten (10) years following final payment under this Agreement or until final conclusion of any litigation or administrative proceeding arising under or materially concerning this Agreement or the Services, and shall provide KB unrestricted access to such items and dispose of them only as directed by KB. All documents provided by SUBCONSULTANT pursuant to this Agreement are instruments of service of SUBCONSULTANT, and SUBCONSULTANT shall retain an ownership and property interest therein (including the right of reuse) until KB has made payment to SUBCONSULTANT for such documents pursuant to this Agreement. Notwithstanding the foregoing, upon termination of this Agreement or at an earlier time if KB requests, SUBCONSULTANT will deliver to KB any data, materials or information received or generated in the performance of this Agreement. Except to the extent required by law or government order, or as expressly permitted by the prior written consent of KB, SUBCONSULTANT agrees not to disclose any third party data, information, or documentation obtained, created, compiled, or prepared (in whatever form) by SUBCONSULTANT in connection with the performance of Services under this Agreement or any Services Authorization issued hereunder. SUBCONSULTANT and its SUBCONSULTANTS will not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price without KB's prior written approval. SUBCONSULTANT agrees to indemnify KB against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that KB's prior approval is not obtained and SUBCONSULTANT shall defend any suit or proceeding brought against KB based on a claim that

any item or part of an item furnished under this Agreement constitutes an infringement of any patent, trademark, service mark, or copyright, and shall pay all damages and costs awarded against KB or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, SUBCONSULTANT shall at its own expense either procure for KB the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

14. Governing Law/ Severability and Waiver. Governing law shall be as set forth in the prime contract between KB and its Client. In the absence of such provision, the laws of the State in which the Site is located shall govern this Agreement and the legal relations of the parties. No waiver of the terms, conditions, or covenants of this Agreement shall be binding and effective unless the same shall be in writing, signed by both parties. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written, or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by KB and SUBCONSULTANT. No other waiver, alteration, or modification of any provision in this Agreement will be binding on either party. Any course of prior dealings or usage of the trade not expressly incorporated in this Agreement shall not be binding on either party. The parties represent and warrant that each has had the opportunity to review and negotiate the terms of this Agreement, with the benefit of counsel if desired, and agree that any ambiguity shall not be construed against the drafter.

16. Non-Solicitation. During the period commencing on the Effective Date of the Agreement and ending one year following the termination of Agreement, for whatever cause, neither party shall, without the other party's prior written consent, directly or indirectly,

solicit or encourage any person to leave the employment or other service of the other party or its affiliates. During the period commencing on the date hereof through and ending one year following the termination of this Agreement, for whatever cause, neither party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other party or its affiliates with a tenant, co-investor, co-developer, joint venturer or other customer of the other party or its affiliates.

17. Dispute Resolution. Except for SUBCONSULTANT's breach of Section 16 of this Agreement, 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, the parties 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 share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session.

RESOLUTION NO. 94.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING &
ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED
TO THE TOWN LEAK DETECTION SUMMARY**

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 KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Town Leak Detection Summary of the town of Rotterdam Water Districts #3, #4 & #5, in an amount not to exceed six thousand two hundred seventy-five and 00/100 (\$6275.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: 2/6/2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute an agreement with KB Engineering & Architecture P.C. for Professional engineering services related to the town leak detection report summary for Water District Nos. 3,4 and 5.

TOWN BOARD MEETING: 2/12/2025

Background Information: The Town of Rotterdam has been conducting a leak detection program throughout Water Districts #3, #4 and #5. The information collected from these programs has allowed the town to document where repairs/replacements of infrastructure are necessary.

Evaluation/Analysis: Since these programs were done in steps, the information gathered should be summarized into a document that can be given to the proper department for scheduling the repairs/replacements of infrastructure. The summary report will be submitted to NYSDEC to document compliance with the Water Withdrawal permits and conservation of the resource.

Recommendation(s): Authorize the Supervisor to negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the town water districts leak detection summary report.

Attachment/Document(s): See attached proposal

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

January 29, 2025

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Town Leak Detection Summary
Proposal for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB) is pleased to submit this Proposal to provide Professional Engineering Services related to the Town Leak Detection Summary of the Town of Rotterdam Water Districts #3, #4, & #5. We propose the following scope of engineering services:

A. Base Services

Task 1: Design Phase

1. KB will provide a list of all leaks identified by the Town's contractor in Water Districts #3, #4, & #5 with the estimated GPM for each leak, as a total for each District, and grand total for all 3 Districts.
2. We will include the timeline of all leak detection work completed for Water Districts #3, #4, & #5 and add it to the Water Metering Implementation Plan.
3. We will provide an overall map of the location of all leaks identified in Water Districts #3, #4, & #5.
4. We will supply the GIS shape files of all leaks identified in Water Districts #3, #4, & #5 to the Town.
5. We will provide an estimate of the total cost of leak repairs separated out by Water District and grand total for all 3 Districts for each type of repair recommended (main line, services, fire hydrant, etc.).
6. We will incorporate all the above items into an update of the Water Metering Implementation Plan.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **\$6,275.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: KB cannot complete this work until all leak detection services are completed and a summary report is provided by the Town's Contractor.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB's performance of the affected Services. If KB's adherence to Client's policies increases KB's costs of providing the Services, KB shall notify Client of the foregoing and Client shall pay KB for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB'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 Engineering & Architecture, P.C.



Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

Mollie Collins, Supervisor

DATE:

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, P.C.:



Kumar Buvanendaran, P.E. – President & CEO

DATE: 1/29/2025

1. **General.** These Standard SUBCONSULTANT Terms & Conditions, together with the Subconsultant Agreement, and its exhibits, constitute the full and complete Agreement between KB Engineering & Architecture, PC ("KB") and the entity or person identified as the SUBCONSULTANT in the Subconsultant Agreement. KB hereby gives notice that it objects to and expressly rejects the inclusion of any additional or different terms proposed by SUBCONSULTANT, and any reference to SUBCONSULTANT'S proposal is solely for the purpose of incorporating the description and specifications of any goods, materials or services contained therein. SUBCONSULTANT shall diligently perform all services, furnish all labor and materials and perform all tasks necessary to produce all of the deliverables required and perform all of the Services reasonably implied, incidental or inferred under the terms of this Agreement, its Exhibits, as well as all other documents attached to or incorporated by reference as forming a part of this Agreement ("Services"). The SUBCONSULTANT is not entitled to request a change order if the changes do not "materially" increase the Scope of Work. SUBCONSULTANT, its employees, and its agents are not the agents, representatives, or employees of KB, and SUBCONSULTANT is and shall be an independent contractor with regard to the Services. KB and the SUBCONSULTANT may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party".

2. **Standard of Care.** SUBCONSULTANT'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. SUBCONSULTANT agrees to promptly reperform, repair or replace, at KB's option and at SUBCONSULTANT'S cost and expense, any Services which fail to conform to such requirements or in the event such a degree of skill and care is not exercised.

3. **Compliance.** SUBCONSULTANT shall comply with all applicable laws and regulations of any governmental agency having jurisdiction (including any requirement to obtain and maintain any permits, licenses, or approvals) to complete the Services. SUBCONSULTANT certifies compliance with all applicable federal, provincial, state, local, occupational, health and safety, labor, and other anti-discrimination

laws, the standards and regulations issued thereunder, and the amendments thereto. The SUBCONSULTANT represents it shall comply, to the extent applicable, with all applicable provisions of the standards and regulations issued thereunder. Such rules and regulations are incorporated herein by reference with the same force and effect as if set forth herein verbatim. Furthermore, SUBCONSULTANT shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subconsultants to employ and advance in employment qualified individuals with disabilities and protected veterans.

4. **Schedule.** Time is of the essence in the performance of the obligations created by this Agreement if required by the Prime Contract between KB and KB's Client. Otherwise, SUBCONSULTANT agrees to commence and complete the Services in accordance with any schedule incorporated into this Agreement, or any schedule submitted by SUBCONSULTANT and otherwise accepted in writing by KB; and with respect to any changes, out of scope or additional Services, SUBCONSULTANT shall expeditiously perform such Services according to any schedule therefore agreed to by the parties. In addition, no Services shall be delayed and SUBCONSULTANT shall be required to proceed diligently with the performance of the Services under this Agreement during all disputes pending final resolution for any request for relief, claim, appeal or action arising under this Agreement.

5. **Compensation.** (a) SUBCONSULTANT may invoice KB after it has completed the Services, or portions thereof, and any required corrections to the satisfaction of KB, and delivered in accordance with the terms of this Agreement all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required hereunder, certificates of inspection, marked-up record documents, required itemizations and other documents required for progress payments. INVOICES MUST BE SUBMITTED TO SUBINVOICES@PRIMEENG.COM. INVOICES SUBMITTED TO KB SHALL INCLUDE A VALID, CURRENT COPY OF THE CERTIFICATE OF INSURANCE REQUIRED UNDER THIS AGREEMENT (IF NOT PREVIOUSLY PROVIDED DURING THE CURRENT YEAR). (b) KB agrees to

pay SUBCONSULTANT within thirty (30) days of KB's receipt of payment from Client for SUBCONSULTANT's satisfactory Services which has been accepted by the Client. SUBCONSULTANT expressly agrees that it shall be a condition to any payment that KB shall have received payment from the Client for such Services of the SUBCONSULTANT, and that such payment by the Client shall be a condition precedent to KB's obligations hereunder, and that KB shall have no obligation to SUBCONSULTANT unless payment for such Services is made to KB by the Client. However, in the event KB's Client disputes or otherwise withholds a payment to KB, which payment includes some non-disputed portion due SUBCONSULTANT, KB will make all reasonable efforts to secure release of non-disputed portion of payment from its Client. (c) SUBCONSULTANT warrants that title to and ownership of the Services shall transfer to KB free and clear of all liens or rights of liens. No payment shall be made to SUBCONSULTANT without a duly executed Agreement and a valid, current Certificate of Insurance in compliance with this Agreement. Payments made to the SUBCONSULTANT will include compensation for all applicable sales, use, gross receipts, or excises taxes. (d) In recognition that KB's Client requires the prompt submission of invoices for payment, the parties agree that all invoices must be submitted by SUBCONSULTANT to KB within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first. SUBCONSULTANT waives its right to receive payment on all invoices which are not submitted within that time. KB may set-off or counterclaim against amounts payable to SUBCONSULTANT, or asserted to be payable to SUBCONSULTANT, under this or any other contract, any claim KB may have against SUBCONSULTANT, including any failure to comply with any terms herein.

6. Changes. No changes to this Agreement and no extra charges will be allowed unless a duly authorized representative of KB specifically agrees to them in writing. As a condition precedent to SUBCONSULTANT's recovery on any claim for an increase in the cost of the Services or for an extension of time to complete the Services (a "Claim"), SUBCONSULTANT shall, immediately after the occurrence of the event which SUBCONSULTANT believes may give rise to a Claim, give KB written notice of the claim, which notice shall contain a verified statement that supports the claim and details the estimated change in the Subcontract cost and the time to

complete the Services. SUBCONSULTANT's failure to provide notice as required by this paragraph shall be a waiver of SUBCONSULTANT's right to recovery under the Agreement and on a Claim. In no event shall SUBCONSULTANT be entitled to compensation for changes which are not reimbursable to KB by its Client. Any determination by KB or Client regarding same shall be binding upon SUBCONSULTANT.

7. Insurance. SUBCONSULTANT shall provide and maintain during the term of this Agreement and for three (3) years after completion of Services, at SUBCONSULTANT's expense, the minimum limits of insurance described below. SUBCONSULTANT's failure to procure the required types and limits of insurance as set forth herein, shall not relieve SUBCONSULTANT of its indemnification obligations hereunder. (a) *Workers' Compensation, Disability Benefit, and Employer's Liability Insurance* in at least the minimum amounts required by and in compliance with the laws of the State(s) where the Services is to be performed. (b) *Commercial General Liability Insurance*, including contractual liability, completed operations, hazards and explosion, collapse, and underground hazard coverage, with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (i) damage to above-ground or underground property; (ii) collapse of structures; (iii) damage resulting from explosion or blasting; (iv) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provision of this Agreement; and (v) damage to completed operations. If the Services to be performed is within or near a railroad right-of-way and other railroad facilities, SUBCONSULTANT's insurance shall not include any exclusions of coverage for any claims or liabilities associated with Services, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities. (c) *Automobile Liability Insurance* covering owned, non-owned, and hired vehicles used by SUBCONSULTANT in connection with the Services with a limit of not less than \$1,000,000 per accident combined single limit, \$1,000,000 aggregate. If/when transporting waste motor carrier endorsement form MCS-90 will be required. (d) *Following form Excess Umbrella Liability Insurance* extending coverage under SUBCONSULTANT's comprehensive general, automobile and Employer's Liability insurance policies with a limit of \$2,000,000

per occurrence and in the aggregate. (e) If the Services involves the handling, transportation or use of chemicals or contaminants or Services areas containing pollutants or hazardous materials, Pollution Liability with a limit of not less than \$1,000,000 per incident, \$1,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the SUBCONSULTANT. (f) For professional services, including but not limited to engineering, architectural, laboratory analysis and/or surveying services, are part of the Work, *Professional Liability (Errors and Omissions) Insurance* with a limit of not less than \$1,000,000 per claim, \$2,000,000 aggregate.

8. Certificates of Insurance (COI). (a) *General Information.* SUBCONSULTANT's proof of coverage shall be in the form of a duly executed and properly endorsed insurance certificate from an insurance carrier licensed to transact insurance business in the state in which the Services is to be performed. Each certificate shall certify that all the required insurance, in Section 7, has been effected and that the SUBCONSULTANT is covered thereby. SUBCONSULTANT shall provide KB with the certificate of insurance (COI) indicating that the minimum types and limits of insurance have been procured by SUBCONSULTANT prior to final execution of this Agreement and include said COI as an exhibit to the Agreement. All certificates must contain the applicable KB project manager contact name (first and last name), project name and project number to ensure timely payment. Refer to the Subconsultant Agreement for project manager, project name and project number. (b) *Additional Insureds.* SUBCONSULTANT agrees to name "KB Engineering & Architecture, PC, its Client, and their respective affiliates, directors, officers, employees, and agents" as additional insured as their interests may apply on all policies as required by Section 7 (with the exception of the Workers' Compensation, Employer's Liability, and any Professional Liability Policy). SUBCONSULTANT shall provide this specific language endorsement on the Certificate of Insurance under the additional insured section of the COI.

9. Insurance Miscellaneous. (a) *Waiver of Subrogation.* SUBCONSULTANT shall cause the underwriters of each of the insurance coverage required above waive all rights of subrogation against "KB Engineering & Architecture, PC, its Client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing

policies. (b) *Thirty (30) Day Cancellation Notice.* SUBCONSULTANT shall provide KB and Client with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, all such policies. (c) *Insurance Policies.* Upon request SUBCONSULTANT shall provide KB with certified copies of its insurance policies. (d) *Claims or losses or potential losses.* SUBCONSULTANT agrees to promptly notify KB of any claims or losses or potential claims or losses resulting from or arising out of SUBCONSULTANT's performance of the Services and shall, within three (3) days of occurrence, provide KB with copies of SUBCONSULTANT's correspondence pertaining to the incident, including any and all SUBCONSULTANT accident reports. (e) *Primary and non-contributory.* Any coverage provided KB by SUBCONSULTANT'S insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of KB, its members, subsidiaries, and affiliated companies. (f) *Incident Notices.* Whenever an employee of SUBCONSULTANT suffers an occupational injury or disease as a result of the Services and such injury or disease is required by the Workman's Compensation or Occupational Disease Laws to be reported to the proper authorities, SUBCONSULTANT shall promptly furnish a copy of such report to KB. SUBCONSULTANT also shall require all SUBCONSULTANTS to furnish copies of such reports to KB in connection with occupational injuries or diseases sustained by their employees.

10. Indemnity. (a) *With respect to non-professional services (General Liability Insurance),* SUBCONSULTANT agrees to indemnify, defend and hold KB and Client and their respective owners, partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of SUBCONSULTANT's employees, to the extent caused by the act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. (b) *With respect to professional services (Professional Liability Insurance),* SUBCONSULTANT agrees to indemnify and hold the KB and Client and their respective owners, partners, directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily

injury or death ("Damages"), including claims of SUBCONSULTANT's employees, to the proportionate extent caused by the negligent act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. SUBCONSULTANT's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by SUBCONSULTANT's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

11. Assignment / Subcontracts. SUBCONSULTANT shall not assign any proceeds or subcontract any of the Services to be performed hereunder without the express written consent of KB. SUBCONSULTANT will be fully responsible to KB for the acts and omissions of its lower-tier subconsultants and of persons either directly or indirectly employed by all SUBCONSULTANT's lower-tier subconsultants.

12. Termination / Survival. KB may terminate this Agreement with or without cause upon delivery of written notice to SUBCONSULTANT. In the event KB shall terminate without cause, KB shall be liable to SUBCONSULTANT in accordance with the terms of this Agreement, inclusive of the limitations set forth in the contract between KB and its Client, for any outstanding amount owing to SUBCONSULTANT for Services provided to KB's satisfaction through the effective date of termination. All express representations, confidentiality obligations, waivers, and the indemnifications included in this Agreement will survive its completion or termination for any reason. If this Agreement is terminated for cause, KB may procure, upon such terms as it shall deem appropriate, supplies or services like those so terminated. SUBCONSULTANT shall continue performance under this Agreement to the extent not terminated and shall be liable to KB for any excess cost for such similar supplies or services, and for any other costs, expenses, or liabilities incurred by KB and/or its Client(s) as a result of SUBCONSULTANT's default. KB reserves the right to offset any such costs, expenses, or liabilities against monies due to SUBCONSULTANT under this or any other AGREEMENT. In the event the

amount of damage exceeds the balance due to SUBCONSULTANT, SUBCONSULTANT shall pay to KB the amount of such excess. The rights and remedies of KB set forth in this Paragraph shall not be exclusive and are in addition to all other rights and remedies of KB.

13. Use of Documents / Confidentiality / Ownership. SUBCONSULTANT shall maintain complete and accurate working files and/or documentation of the Services, including new data, calculations, estimates, assumptions, logs, maps, drawings, plans, specifications, diaries, interpretations, notes and calibrations, for a period of ten (10) years following final payment under this Agreement or until final conclusion of any litigation or administrative proceeding arising under or materially concerning this Agreement or the Services, and shall provide KB unrestricted access to such items and dispose of them only as directed by KB. All documents provided by SUBCONSULTANT pursuant to this Agreement are instruments of service of SUBCONSULTANT, and SUBCONSULTANT shall retain an ownership and property interest therein (including the right of reuse) until KB has made payment to SUBCONSULTANT for such documents pursuant to this Agreement. Notwithstanding the foregoing, upon termination of this Agreement or at an earlier time if KB requests, SUBCONSULTANT will deliver to KB any data, materials or information received or generated in the performance of this Agreement. Except to the extent required by law or government order, or as expressly permitted by the prior written consent of KB, SUBCONSULTANT agrees not to disclose any third party data, information, or documentation obtained, created, compiled, or prepared (in whatever form) by SUBCONSULTANT in connection with the performance of Services under this Agreement or any Services Authorization issued hereunder. SUBCONSULTANT and its SUBCONSULTANTS will not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price without KB's prior written approval. SUBCONSULTANT agrees to indemnify KB against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that KB's prior approval is not obtained and SUBCONSULTANT shall defend any suit or proceeding brought against KB based on a claim that

any item or part of an item furnished under this Agreement constitutes an infringement of any patent, trademark, service mark, or copyright, and shall pay all damages and costs awarded against KB or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, SUBCONSULTANT shall at its own expense either procure for KB the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

14. Governing Law/ Severability and Waiver. Governing law shall be as set forth in the prime contract between KB and its Client. In the absence of such provision, the laws of the State in which the Site is located shall govern this Agreement and the legal relations of the parties. No waiver of the terms, conditions, or covenants of this Agreement shall be binding and effective unless the same shall be in writing, signed by both parties. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written, or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by KB and SUBCONSULTANT. No other waiver, alteration, or modification of any provision in this Agreement will be binding on either party. Any course of prior dealings or usage of the trade not expressly incorporated in this Agreement shall not be binding on either party. The parties represent and warrant that each has had the opportunity to review and negotiate the terms of this Agreement, with the benefit of counsel if desired, and agree that any ambiguity shall not be construed against the drafter.

16. Non-Solicitation. During the period commencing on the Effective Date of the Agreement and ending one year following the termination of Agreement, for whatever cause, neither party shall, without the other party's prior written consent, directly or indirectly,

solicit or encourage any person to leave the employment or other service of the other party or its affiliates. During the period commencing on the date hereof through and ending one year following the termination of this Agreement, for whatever cause, neither party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other party or its affiliates with a tenant, co-investor, co-developer, joint venturer or other customer of the other party or its affiliates.

17. Dispute Resolution. Except for SUBCONSULTANT's breach of Section 16 of this Agreement, 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, the parties 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 share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session.

RESOLUTION NO. 95.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING &
ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED
TO THE HELDERBERG TANK PAINTING PROJECT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Helderberg Tank Painting Project, in an amount not to exceed thirty-one thousand five hundred and 00/100 (\$31,500.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 7, 2025

TO: Mollie Collins, Town Supervisor

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Proposal for Engineering Services – Helderberg
2MG Tank Painting Project

TOWN BOARD MEETING: February 12, 2025

Background Information:

The Helderberg Avenue 2 MG water storage tank is integral to providing peak hour demands, fire protection and redundant storage to Water District No. 5 users. The town commissioned studies in 2009 and 2014 that identified coating, safety and operation deficiencies. The interior/exterior coatings have exceeded their useful life requiring the water storage tank to be painted.

Evaluation/Analysis:

KB Engineering & Architecture, PC is familiar with water storage tank coating projects for the town as the town retained KB (Prime AE) for the 2 MG May Avenue Tank Painting Project. The town has deferred maintenance on this critical water storage tank for a decade and it is imperative work be performed to preserve the asset.

Recommendation(s):

Authorize the Supervisor to negotiate and execute an agreement with KB Engineering for professional engineering services for Task 1 only at a cost of \$31,500.

Attachment/Document(s):

KB Eng. agreement dated February 6, 2025.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

N/A

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

February 6, 2025

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Helderberg Tank Painting Project
Proposal for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB Engineering) is pleased to submit this Proposal to provide Professional Engineering Services related to designing and preparing plans and specifications for a project to rehabilitate, make safety and code improvements and paint the 2 million gallon Helderberg water storage tank. Construction Administration and Observation/Inspection services are also included in this proposal. We propose the following scope of engineering services:

A. Base Services

1. Planning & Project Management

- Meet with Town officials and water department staff for a site visit, review existing conditions, confirm scope of work, goals, and required improvements. Initial improvements are anticipated to include: access (manways), ladders (safety climb), vent including access to vent at top of tank, overflow pipe, altitude valve maintenance, pit lighting and other proposed improvements contained in the 2009 Tank Condition Assessment Report completed by Utility Service Co., Inc. and the 2014 Tank Inspection Report prepared by Conrady Consultant Services.
- Prepare a Preliminary Engineering Report for the project based upon the agreed upon scope of work for use in the Water District #5 bonding process.
- Prepare Part 1 of the Full Environmental Assessment Form (FEAF) and draft Parts 2 & 3 for Town consideration and adoption of a negative declaration.
- Perform Project Management for duration of the project.
- KB Engineering will prepare the DWSRF full application and the NYS WIIA full application online.

2. Preliminary Design

- Perform a field topographical survey of the tank parcel and access road to develop a site plan.
- Prepare preliminary design plans and specifications for the agreed upon tank improvements including, but not limited to completely removing all interior and exterior paint and recoating. For previous tank painting projects, we have specified: "All interior surfaces shall be abrasive blast cleaned in accordance with SSPC SP-10, Near-White Blast Cleaning. All exterior surfaces shall be abrasive blast cleaned in accordance with SSPC-SP6 Commercial Blast Cleaning."
- Submit the preliminary plans and specifications to the Town for review.

- Any review comments will be addressed and, with Town concurrence, we will proceed with final design.

3. Final Design

- Prepare final design documents, including construction drawings and specifications in compliance with funding agency requirements and MWBE goals, if applicable.
- Design documents will conform to applicable State and Local Laws, and Codes for construction and bidding.
- Final plans and specifications contained within a Project Manual will be reviewed with the Town.
- Plans and specifications will be revised per Town comments and a final set of contract documents will be prepared and submitted to NYSDOH. Any NYSDOH comments will be addressed prior to going to bid.

4. Bid Phase and Contract Award

- Provide bidding services in accordance with State and Federal requirements.
- Furnish electronic and bound hard copies of project manuals for bidding distribution.
- Assist Town with Advertisement for Bidding.
- Distribute bid documents to trade organizations for posting.
- Conduct pre-bid meeting for prospective bidders, including Agenda and Meeting Minutes.
- Respond to inquiries from prospective bidders and issue addenda.
- Attend the bid opening.
- Tabulate bids.
- Provide written Recommendation for Award of contract.
- Prepare and distribute three (3) contract documents for execution by the Contractor and the Town.

5. Construction Inspection and Oversight

- Attend the preconstruction meeting with the Town and Contractor.
- Review and approve shop drawings.
- Respond to Contractor inquiries and requests for information.
- Review and approve construction design changes.
- Review and certify Contractor payment requests.
- Conduct construction meetings as necessary and submit written minutes.
- Maintain and submit written records of construction activities.
- Review all required test procedures, witness tests, review and certify all results.
- Provide certification of completion and release of final payment.
- Provide the services of one part-time KB Engineering inspector to ensure general compliance with design plans and specifications for an estimated 3 month construction period. The estimated hours included in this proposal are: 124.
- Provide the services of a subcontracted Full-time NACE certified inspector. The subcontractor budget fee included in this proposal for 12 weeks is \$110,868.00 and is enclosed for your information.
- Submit written reports of all inspection observations to the Town.

- Submit, in a binder, all approved shop drawings and records of materials used, and inspection reports.
- Submit all documentation required to secure Completed Work Approvals from NYSDOH.
- Submit reproducible and electronic copies of Record Drawings to the Town and NYSDOH.

B. Fee

The following fee table has been prepared to enable the Town to award separate Tasks as the project moves forward.

Task	Engineering Fee	Selected Task
1. Project Management, Planning, PER & Funding Application	\$31,500	
2. Preliminary Design	\$20,000	
3. Final Design	\$9,000	
4. Bidding Services	\$3,000	
5. Construction Admin & Inspection	\$143,500	
Total of Above	\$207,000	

We propose to complete the scope of work stated in this proposal for each individual Task for a not to exceed fee as shown in the table above. Please place an "X" next to each Task fee that you would like to include in the initial scope of work and enter the sum on the following line: Agreed Upon Contract Fee: \$_____. Future Tasks will be added to the contract via a Contract Amendment.

C. Exceptions and Limitations:

1. Environmental testing, including testing existing paint for lead content, is not included in this proposal. The 2014 Tank Inspection Report stated a negative result for lead paint on the interior and exterior of the tank.
2. Soil borings or geotechnical engineering services are not included.
3. Property boundary survey work is not included 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 KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering's performance of the affected Services. If KB Engineering's adherence to Client's policies increases KB Engineering's costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering'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 Engineering & Architecture, P.C.



Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

Mollie Collins, Supervisor

DATE:

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, P.C.:



Kumar Buvanendaran, P.E. – President & CEO

DATE: 2/6/2025

RESOLUTION NO. 96.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ENVIRONMENTAL & FUELING SERVICES FOR THE DECOMMISSIONING OF THE UNDERGROUND FUEL TANK AT THE ROTTERDAM POLICE DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Environmental & Fueling Services, located at 20 Gurley Avenue, Troy, New York 12182, to decommission the underground fuel storage tank located at the Rotterdam Police Department located at 101 Princetown Road, in an amount not to exceed twenty thousand three hundred fifty eight and 00/100 (\$20,358.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The
TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: January 28, 2025

TO: Mollie Collins, Town Supervisor

FROM: Mary Barrie, Stormwater Program Coordinator

TITLE OF REQUEST: Quote to decommission the underground fuel storage tank at the Rotterdam Police Department Headquarters located at 101 Princetown Road

TOWN BOARD MEETING: February 12, 2025

Background Information: The underground fuel storage tank needs to be decommissioned as per NYS DEC PBS regulations.

Evaluation/Analysis: The underground fuel tank was replaced by an above-ground 500 gallon fuel tank and is no longer needed. ECL Article 17, Title 10 and Regulations 6NYCRR Part 613-2.6, 3.5, 4.5. regulations require underground storage tanks to be decommissioned. Environmental & Fueling Systems is under NYS OGS contract and has submitted an estimate.

Recommendation(s): Authorize the Supervisor to enter into an agreement with Environmental & Fueling Services to decommission the underground fuel tank for approximately \$20,358.

Attachment/Document(s): Environmental & Fueling Services proposal dated November 21, 2024. See attached Proposal and insurance certificates.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



CONTRACTOR'S PROPOSAL

Project No. **47049-C**

Contractor Name:	Environmental & Fueling Systems, LLC.	Date:	
Address:	20 Gurley Avenue	S Number:	
	Troy, NY 12182	Work Order Number:	ROTTERDAM WTP
Telephone No.:	(518) 272-8142	Modification:	

SECTION A: CONTRACTOR WORK		OGS REVISIONS	
1. Total Contractor Labor	(from BDC 123W)		
2. Total Contractor Material	(from BDC 123W)	\$2,600.00	
3. Total Contractor Equipment	(from BDC 124W)	\$1,037.10	
4. Not Used			
5. SUBTOTAL	(Total lines 1 thru 4.)	\$3,637.10	
6. Contractor's Override Combined O and P	(15% of line 5.)	\$545.57	
7. CONTRACTOR TOTAL	(Total lines 5 and 6.)	\$4,182.67	

SECTION B: SUBCONTRACTOR WORK		(From BDC 122W - Use a separate form for each Subcontractor.)	
8. Names of Subcontractors:			
A.			
B.			
C.			
D.			
9. TOTAL SUBCONTRACTORS' PROPOSALS	(Total lines A thru D.)		
10. Contractor's Override on Subs' Proposals:			
10a. 10% of first \$10,000 of line 9	(\$1,000 maximum)		
10b. 5% of next \$90,000 of line 9	(\$4,500 maximum)		
10c. 3% of sum in excess of \$100,000 of line 9			
11. SUBCONTRACTOR TOTAL			

SECTION C: UNIT PRICE COSTS			
12a. Total Contract Unit Price Costs	(from BDC 126W)	\$16,175.00	
12b. Total Supplemental / Negotiated Unit Price Costs	(from BDC 126W.1)		
12. UNIT PRICE TOTAL		\$16,175.00	

SECTION D: CONTRACTOR'S REQUESTED TOTAL	Round Totals to Nearest Dollar
13. AMOUNT REQUESTED	(Total lines 7,11, and 12.)
	\$20,358

Contractor's Signature _____ Date _____
William F. Brooking, Jr.
Print Name of Authorized Representative
Project Manager
Print Title

Print name of Contact Person (if different) _____
Phone No. (if different from above) _____

SECTION E: FIELD OFFICER'S REVIEW		
I have reviewed the material quantities, labor hours and equipment and		
☐ no exceptions are taken to the Proposal.	☐ Other:	_____
☐ see comments noted on proposal.		_____
☐ Field Report dated _____	attached.	_____
By: _____		
Engineer-in-Charge	Date	Phone No.

SECTION F: OGS REVIEW AND CERTIFICATION		
I hereby certify that the above proposal has been checked and that the amounts allowed have been verified, and I		
recommend approval in the amount of _____ Addition.		
Reviewer:	Reviewer's Signature	Date
Estimator, Area/Regional Supervisor		

RESOLUTION NO. 97.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ENVIRONMENTAL & FUELING SERVICES FOR THE REMOVAL AND REPLACEMENT OF THE ABOVE GROUND STORAGE TANK AT THE WATER TREATMENT PLANT

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 Environmental & Fueling Services, located at 20 Gurley Avenue, Troy, New York 12182, for removal and installation services for above ground storage tank at the Rotterdam Water Treatment Plant located at 49 Rice Road, in an amount not to exceed one hundred sixty-five thousand one hundred forty-five and 00/100 (\$165,145.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 3, 2025

TO: Mollie, Town Supervisor

FROM: Mary Barrie, Stormwater Program Coordinator

TITLE OF REQUEST: Proposal for aboveground storage tank removal and replacement for the Rotterdam Water Treatment Plant (WTP) located at 49 Rice Road.

TOWN BOARD MEETING: February 12, 2025

Background Information: Environmental & Fueling Systems, LLC submitted a quote to replace the existing single-wall 2,000-gallon emergency generator aboveground storage tank (AST) used to store diesel fuel with a new 2,000-gallon, UL-2085 protected double-wall AST and associated piping and appurtenances at the Town's Water Treatment Plant (WTP).

Evaluation/Analysis: Barton and Loguidice provided a Scope of Work for a compliance review of the proposal for replacing/removing the aboveground storage tank based on the Scope of Work and quote submitted by Environmental & Fueling Systems. Proposal is in accordance with NYS DEC regulations

Recommendation(s): Authorize the Supervisor to enter into an agreement with Environmental & Fueling Systems, LLC as per the quote of \$165,145 submitted via email June 12, 2024.

Attachment/Document(s): Proposal for removal and installation services for aboveground storage tanks at the Rotterdam Water Treatment Plant by Environmental & Fueling Systems, LLC and Barton and Loguidice Scope of Work dated November 12, 2024.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



CONTRACTOR'S PROPOSAL

Project No. **47049-C**

Contractor Name:	Environmental & Fueling Systems, LLC.	Date:	
Address:	20 Gurley Avenue	S Number:	
	Troy, NY 12182	Work Order Number:	ROTTERDAM WTP
Telephone No.:	(518) 272-8142	Modification:	

SECTION A: CONTRACTOR WORK		OGS REVISIONS	
1. Total Contractor Labor	(from BDC 123W)	\$9,600.00	
2. Total Contractor Material	(from BDC 123W)	\$20,350.00	
3. Total Contractor Equipment	(from BDC 124W)	\$1,037.10	
4. Not Used			
5. SUBTOTAL	(Total lines 1 thru 4.)	\$30,987.10	
6. Contractor's Override Combined O and P	(15% of line 5.)	\$4,648.07	
7. CONTRACTOR TOTAL	(Total lines 5 and 6.)	\$35,635.17	

SECTION B: SUBCONTRACTOR WORK		(From BDC 122W - Use a separate form for each Subcontractor.)	
8. Names of Subcontractors:			
A.			
B.			
C.			
D.			
9. TOTAL SUBCONTRACTORS' PROPOSALS	(Total lines A thru D.)		
10. Contractor's Override on Subs' Proposals:			
10a. 10% of first \$10,000 of line 9	(\$1,000 maximum)		
10b. 5% of next \$90,000 of line 9	(\$4,500 maximum)		
10c. 3% of sum in excess of \$100,000 of line 9			
11. SUBCONTRACTOR TOTAL			

SECTION C: UNIT PRICE COSTS	
12a. Total Contract Unit Price Costs	(from BDC 126W) \$129,510.00
12b. Total Supplemental / Negotiated Unit Price Costs	(from BDC 126W.1)
12. UNIT PRICE TOTAL	\$129,510.00

SECTION D: CONTRACTOR'S REQUESTED TOTAL	Round Totals to Nearest Dollar
13. AMOUNT REQUESTED	(Total lines 7,11, and 12.) \$165,145

Contractor's Signature _____ Date _____
William F. Brooking, Jr.
Print Name of Authorized Representative
Project Manager
Print Title

Print name of Contact Person (if different) _____
Phone No. (if different from above) _____

SECTION E: FIELD OFFICER'S REVIEW		
I have reviewed the material quantities, labor hours and equipment and		
☐ no exceptions are taken to the Proposal.	☐ Other:	
☐ see comments noted on proposal.		
☐ Field Report dated _____	attached.	
By: _____		
Engineer-in-Charge	Date	Phone No.

SECTION F: OGS REVIEW AND CERTIFICATION		
I hereby certify that the above proposal has been checked and that the amounts allowed have been verified, and I		
recommend approval in the amount of _____ Addition.		
Reviewer:	Reviewer's Signature	Date
Estimator, Area/Regional Supervisor		



Barton & Loguidice, D.P.C.

Memo To: Jack Dodson, Deputy Supervisor/Town Councilperson, Town of Rotterdam Date: November 12, 2024

From: Joshua R. Thomas, P.E., Project Engineer Project No.: 904.065.001
Kyle C. Williams, P.E., Sr. Managing Engineer Phase No.: 1

Re: Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement -
Compliance Review Memorandum

The Town of Rotterdam (the Town) plans to independently procure Environmental & Fueling Systems, LLC (E&FS) to replace the existing single-wall 2,000-gallon emergency generator aboveground storage tank (AST) used to store diesel fuel with a new 2,000-gallon, UL-2085 protected double-wall AST and associated piping and appurtenances at the Town's Water Treatment Plant (WTP). The current tank is registered with the New York State Department of Environmental Conservation (NYSDEC) as petroleum bulk storage (PBS) Tank No. 001 which will require closure and removal with NYSDEC. The new tank will require registration with NYSDEC prior to commissioning the tank system.

Following our review of the E&FS scope of work and our September 6, 2024 meeting onsite to further discuss the scope and requirements for this project with E&FS and the Town, B&L has identified that the E&FS proposed scope of work is in general conformance with the applicable regulations and code requirements for aboveground petroleum storage pertaining to the tank design, spill prevention and overfill protection equipment to be provided; however, there are equipment and installation testing requirements not specified in the E&FS scope of work identified herein that are required for a regulatory and code compliant system. We recommend that the Town confirm with E&FS that these items will be provided as part of their proposed scope of work for this project.

The following code review summary pertaining to the E&FS scope of work provides a list of items relating to NYSDEC PBS regulations (6 NYCRR Part 613), applicable chapters of Fire Code of New York State and National Fire Protection Association (NFPA), and the United States Environmental Protection Agency (USEPA) Oil Pollution Prevention Regulation (40 CFR Part 112). This summary is not meant to provide an exhaustive list of all applicable code and regulatory requirements, but to provide a basis of our compliance review and expand upon specific items required that may not have been well defined in E&FS's scope of work or thoroughly discussed during our onsite meeting.

We recommend that the Town and B&L complete a punch list inspection following substantial completion of the replacement work to confirm the installation was completed per the scope of work and criteria presented herein, and to identify any regulatory or code deficiencies prior to commissioning of the tank system.

Please note that this review is based on the proposed scope of work for the installation of a 2,000-gallon UL-2085 listed double-wall AST with 20% overfill protection (OP) chamber. The dimensions of this tank are different

than the existing 2,000-gallon UL-142 listed single-wall AST, and it should be confirmed that the new tank can be installed in the current building space. If a smaller tank is needed, an additional review to determine the on-site capacity required by code for this installation would be necessary.

Code Review Summary:

NYSDEC 6 NYCRR Part 613, Petroleum Bulk Storage

- 613-4.1(b)(1)(iii)(a) – The tank is designed and constructed in accordance with [appropriate] codes of practice.
 - o *The tank shall be UL 2085 listed.*
- 613-4.1(b)(1)(iii)(c) – The tank is provided with secondary containment.
 - o *The tank shall be UL 2085 listed.*
- 613-4.1(b)(2)(iii) – Piping is designed, constructed, and protected from corrosion.
 - o *Aboveground piping shall be black steel coated with paint (Confirm this will be provided in E&FS Scope of Work).*
- 613-4.1(b)(3)(i) – The tank is equipped with overfill prevention equipment.
 - o *The tank shall be provided with an overfill prevention chamber (20% of design capacity), stick port access, a clock gauge, overfill prevention valve activating at 95% working capacity, and high level alarm system activating at 90% working capacity with visual and audible signals observable to the delivery driver.*
- 613-4.1(b)(3)(ii) – The overfill prevention equipment must be appropriate for the type of delivery made to the AST system.
 - o *The tank shall be provided with a 10-gallon remote fill box.*
- 613-4.1(b)(6)(iii) – Backflow check valves. Delivery piping associated with a pump-filled tank must be equipped with a properly functioning check valve or equivalent device that provides automatic protection against backflow.
 - o *The remote fill box piping shall be provided with a check valve installed within 1' of fill connection, and ball valve (Confirm this will be provided in E&FS Scope of Work).*
- 613-4.1(b)(6)(iv) – Operating valves. Connections on a tank through which petroleum can normally flow and that have the potential to drain the tank via gravity, must be equipped with an operating valve to control the flow. Operating valves must be installed as close as practicable to the tank connection.
 - o *The tank supply line shall be provided with a ball valve (Confirm this will be provided in E&FS Scope of Work) and solenoid valve.*
 - o *The tank return line shall be provided with a check valve, if return line is provided with a drop tube (Confirm if this will be provided in E&FS Scope of Work).*

- 613-4.1(b)(7) – Compatibility. Tank system equipment must be either made of or line with materials that are compatible with the petroleum stored in the AST system.
 - o *Equipment shall be compatible with diesel fuel.*
- 613-4.2(a)(3)(i) – Tank system components are properly installed in accordance with NFPA 30.
 - o *The tank system components shall be installed in accordance with that described above.*
- 613-4.2(a)(3)(ii) – AST systems are supported on a well-drained stable foundation which prevents movement, rolling, or settling of the tank and is designed to minimize corrosion of the tank bottom.
 - o *The tank shall be supported as described above. The tank will be located on the existing concrete floor of the building.*
- 613-4.2(a)(3)(iv) – Tanks are tightness tested in accordance with [applicable] codes of practice.
 - o *The tank shall be tightness tested (Confirm this will be provided in E&FS Scope of Work).*
- 613-4.2(d)(1) – Tanks must have a label at or near every fill port indicating the tank's registration identification number, and design and working capacities.
 - o *The remote fill box shall be labeled as described above (Confirm this will be provided in E&FS Scope of Work).*
- 613-4.2(d)(2) – Fill ports must be color coded in accordance with API RP 1637.
 - o *The remote fill box shall be labeled as described above (Confirm this will be provided in E&FS Scope of Work).*
- 613-4.2(k)(2) – Tanks located in an area where the tank may become buoyant because of a rise in the water table, flooding or accumulation of water from fire suppression operations, uplift protection must be provided in accordance with Sections 22.14 and 23.14 of NFPA 30.
 - o *Confirm tank location is not subject to flooding, or provide tank with required uplift protection (anchoring system). cursory review indicates the tank location is adjacent to, but not located within, a mapped 100-year flood zone. Current tank is anchored to the concrete floor. It is recommended that the new tank be anchored for equivalent protection.*

Fire Code of New York State – Chapter 12, Energy Systems

- 1203 – Emergency and Standby Power Systems.
 - o *We assume the existing emergency generator system is compliant and shall maintain compliance with the section of this code, provided the proposed tank replacement (i.e. the proposed tank) is of sufficient capacity.*

Fire Code of New York State – Chapter 50, Hazardous Materials – General Provisions

- 5004 – Storage. The storage, use and handling of all hazardous materials shall be in accordance with this section.

- o 5003.1.1 – Maximum Allowable Quantity Per Control Area. The maximum allowable quantity per control area shall be as specified in Tables 5003.1.1(1) through 5003.1.1(4).
 - *We initially assumed the existing diesel fuel storage was compliant with this chapter for maximum allowable quantity (MAQ) per control area; however, during review of the proposed scope of work, we found the applicable MAQ to be 120 gallons for diesel fuel, a class II combustible liquid. We recommend that the Town consult with the local fire official for installation of the new storage tank as there appears to be three options available to move forward:*
 - *Install the tank outdoors with all applicable infrastructure. This is not recommended.*
 - *If no additional modifications to the existing building control area will be made (i.e. addition of a sprinkler system, fire proof wall penetrations, etc.) to permit storage in excess of 120 gallons of diesel fuel then the local fire official can approve the installation of the larger tank (assuming the local fire official represents the local authority having jurisdiction).*
 - *Make the necessary interior improvements (i.e. addition of a sprinkler system, fireproof wall penetrations, etc.) at the same time as the tank replacement improvements) so the tank complies with this section of the code.*
- o *Spill control and secondary containment requirements set forth by this section are accounted for elsewhere herein.*
- o *We assume any incompatible materials present within the building are separated from the proposed tank replacement in accordance with this section.*

Fire Code of New York State – Chapter 57, Flammable and Combustible Liquids

- 5703.1 – Electrical. Electrical wiring and equipment shall be installed and maintained in accordance with Section 604 and NFPA 70.
 - o *Work shall be compliant with that described above.*
- 5703.5 – Labeling and Signage. The fire code official is authorized to require warning signs for the purpose of identify the hazards of storing or using flammable liquids. Signage for identification and warning such as for the inherent hazard of flammable liquids or smoking shall be provided in accordance with this chapter and Sections 5003.5 and 5003.6 (*Confirm this will be provided in E&FS Scope of Work*).
 - o 5703.5.1 – Style. Warning signs shall be of a durable material. Signs warning of the hazard of flammable liquids shall have white lettering on a red background and shall read: DANGER – FLAMMABLE LIQUIDS. Letters shall be not less than 3 inches (76 mm) in height and ½ inch (12.7 mm) in stroke.
 - *Provide tank with signage above, except that it shall read: DANGER – COMBUSTIBLE LIQUIDS.*

- o 5703.5.2 – Location. Signs shall be posted in locations as required by the fire code official.
- o 5703.5.3 – Warning Labels. Individual containers, packages and cartons shall be identified, marked, labeled and placarded in accordance with federal regulations and applicable state laws.
- o 5703.5.4 – Identification. Color coding or other approved identification means shall be provided on each loading and unloading riser for flammable or combustible liquids to identify the contents of the tank served by the riser.
- 5703.6 – Piping Systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with the following.
 - o 5703.6.3 – Testing. Unless tested in accordance with the applicable section of ASME B31.9, piping, before being covered, enclosed or placed in use, shall be hydrostatically tested to 150 percent of the maximum anticipated pressure of the system, or pneumatically tested to 110 percent of the maximum anticipated pressure of the system, but not less than 5 pounds per square inch gauge (psig) (34.47 kPa) at the highest point of the system. The test shall be maintained for a sufficient time period to complete visual inspection of joints and connections. For not less than 10 minutes, there shall be no leakage or permanent distortion. Care shall be exercised to ensure that these pressures are not applied to vented storage tanks. Such storage tanks shall be tested independently from the piping (*Confirm this will be provided in E&FS Scope of Work*).
 - o 5703.6.6 – Valves.
 - 5703.6.6.1 – Backflow Protections. Connections to pipelines or piping by which equipment (such as tank cars, tank vehicles or marine vessels) discharges liquids into storage tanks shall be provided with check valves.
 - *See check-valve requirement per 613-4.1(b)(6)(iii) section above.*
 - o 5703.6.7 – Connections. Above-ground tanks with connections located below normal liquid level shall be provided with internal or external isolation valves located as close as practical to the shell of the tank.
 - *Connections shall not be located below the normal liquid level.*
 - o 5703.6.8 – Piping Supports. Piping systems shall be substantially supported and protection against physical damage and excessive stresses arising from settlement, vibration, expansion, contraction or exposure to fire.
 - *Provide piping supports as required by that described above.*
 - o 5703.6.10 – Pipe Joints. Joints shall be liquid tight and shall be welded, flanged or threaded except that listed flexible connections are allowed in accordance with Section 5703.6.9.
 - *Piping shall not be bent.*
- 5704.2 – Tank Storage.
 - o 5704.2.3 – Labeling and Signs. Labeling and signs for storage tanks and storage tank areas shall comply with Sections 5704.2.3.1 and 5704.2.3.2 (*Confirm this will be provided in E&FS Scope of Work*).

- 5704.2.3.1 – Smoking and Open Flame. Signs shall be posted in storage areas prohibiting open flames and smoking. Shall comply with Section 5703.5.
- 5704.2.3.2 – Label or Placard. Tanks more than 100 gallons (379 L) in capacity, which are permanently installed or mounted and used for the storage of Class I, II, or III liquids, shall bear a label and placard identify the material therein. Placards shall be in accordance with NFPA 704.
- 5704.2.7 – Design, Fabrication and Construction Requirements for Tanks. The design, fabrication and construction of tanks shall comply with NFPA 30. Each tank shall bear a permanent nameplate or marking indicating the standard used as the basis of design.
 - *Tank shall meet material, pressure, normal, and emergency venting requirements described therein.*
- 5704.2.9 – Above-Ground Tanks. Above-ground storage of flammable and combustible liquids in tanks shall comply with the following sections.
 - 5704.2.9.3 – Supports, Foundations and Anchorage. Supports, foundations and anchorages for above-ground tanks shall be design and constructed in accordance with NFPA 30 and the Building Code of New York State.
 - 5704.2.9.5 – Above-Ground Tanks Inside of Buildings.
 - *Tank shall meet overfill prevention and fill pipe connection requirements described therein.*
- 5704.2.14 – Removal and Disposal of Tanks.
 - *Removal and disposal of tanks shall meet the requirements described therein.*
- 5706.2 – Storage and Dispensing of Flammable and Combustible Liquids on Farms and Construction Sites.
 - *The temporary storage tank for use during the permanent tank replacement shall comply with the requirements therein, including, but not limited to, the following:*
 - *Tank shall be conspicuously marked with the name and product that it contains and the words: COMBUSTIBLE – KEEP FIRE AND FLAME AWAY.*
 - *Fill openings shall be equipped with a locking closure device. Fill openings shall be separate from vent openings.*
 - *Tank shall be provided with normal and emergency venting.*
 - *Tank shall be provided with diking, if not double-walled (Confirm this will be provided in E&FS Scope of Work).*
 - *Portable fire extinguisher shall be provided.*
 - *Tank shall not be located within 50' of adjacent building.*
 - *The storage location of the proposed temporary storage tank location has been approved by the local fire official.*

NFPA 30 – Flammable and Combustible Liquids Code

- Chapter 18 – Dispensing, Handling, Transfer and Use.
 - *Listed flexible connectors shall be permitted where vibration exists.*
- Chapter 21 – Storage of Liquids in Tanks – Requirements for All Storage Tanks.
 - *Tanks shall meet a recognized design standard (UL-2085).*
- Section 22 – Storage of Liquids in Tanks – Aboveground Storage Tanks.
 - *Spill control (secondary containment) shall be provided as indicated herein.*

NFPA 110 – Standard for Emergency and Standby Power Systems

- *We assume the tank is sized so that the fuel is consumed within the storage life.*
- *We assume the fuel tank is close enough to the prime mover for the fuel lift (suction head).*
- *We assume a day tank is not required.*

40 CFR Part 112, Oil Pollution Prevention Regulation

- A Spill Prevention Control and Countermeasure (SPCC) plan meeting the requirements set forth by this rule is required for the proposed tank replacement for a facility with an aggregate storage volume of 1,320 gallons or more.

RESOLUTION NO. 98.25

**TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE WATER
AND SEWER MAINTENANCE DEPARTMENT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one 2024 Ford F-350 pickup truck for the Water and Sewer Maintenance Department, from Depaula Ford, located at 799 Central Avenue, Albany, NY 12206, with compliance under NYS OGS solicitations, in the amount not to exceed eighty-seven thousand two hundred eighty and 50/100 (\$87,280.50) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 1/31/2025

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Water / Sewer Maintenance Truck Purchase

TO: Town Board

TOWN BOARD MEETING: 1/31/2025

Background Information: The Water and Sewer Maintenance Department is in need of a service truck.

Evaluation/Analysis: A bid request was distributed through the NYS OGS Vehicle marketplace in order to obtain the best price and comply with the purchasing policy. We received 1 vehicle bid that met the specification. The total price and includes 3rd party installation of safety lights, a snow plow and other necessary equipment.

Recommendation(s): Authorize the purchase of (1) 2024 F350 from Depaula Ford to be used by the Water and Sewer Maintenance Department.

Attachment/Document(s): (1) NYS OGS solicitation request, Vehicle Spec. sheet, Bid response, Vehicle window sticker.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Joshua Halse – Commercial Sales Manager 518-477-0948 – JHALSE@DEPAULAFORD.Com

01/14/2025

Depaula Ford- 799 Central Ave Albany NY 12206

State Contract # PC69145

NYS Vendor ID # 1100186766

Attn: Town Of Rotterdam Water Sewer Department

(OGS 23166-2025001)

2024 Ford F350 Single Rear Wheel Super Cab

***Oxford white**

*** Installed 9 ft Aluminum DuraMag Utility**

Unit is in Stock, Immediate delivery

NYS CONTRACT PRICE: \$72,604.00 (PRICE INCLUDES DURAMAG UTILITY BODY)

ADD ON: Spray line body, 8'6" ss XV2 Fisher Plow, Timbren, Kit, Magnum Rack, Lighting package,

Up-Fit Cost: \$14,479.00

NYS DOC FEE: \$ 175.00

NYS INSPECTION: \$10.00

NYS TIRE FEE: \$12.50

Total: 87,280.50

Net Terms 30 days with PO

Group 40440, Award 23166, Vehicles, Class 1-8

Form A (Single OEM Specific Make/Model): *Mini-Bid Request*

MINI-BID SUMMARY	
Mini-Bid Name	OGS 23166 - 2025001 - (1) FordF350 super cab and chassis SRW - Town of Rotterdam
Mini-Bid Reference Number	2025001
Mini-Bid Release Date	1/17/2025
Mini-Bid Response Due Date	1/31/2025
Mini-Bid Response Due Time (Eastern Time)	2:00 PM
Purchased or leased?	Purchased
BUYER CONTACT INFORMATION	
State or Non-State Entity?	Non-State
Authorized User Entity Name	Town of Rotterdam
Town/Village/City & County	Rotterdam, Schenectady County
Primary Contact Name & Title	Justin Peterson, Sr. Water Plant Operator
Primary Contact Email & Phone	jpeterson@rotterdamny.org, 518-393-1131
Secondary Contact Name & Title	Enter Data on Form A
Secondary Contact Email & Phone	Enter Data on Form A
MINI-BID PROCESS	
Anticipated method and timeframe for purchase	One-time purchase for the total number of Vehicles requested
Type of Vehicle(s) requested	Specific Vehicle(s)
Type of Vehicle Order	Pre-Existing Inventory Vehicle(s)
If Built to Specifications, Pre-Existing Inventory Vehicle(s) also considered?	Yes
If Pre-Existing Inventory, Vehicle(s) Built to Specifications also considered?	N/A, "Pre-Existing Inventory Vehicle(s)," were not specified for Question 2.0
Method of Award for "Vehicle(s) Built to Specifications"	Lowest price to a single contractor
Method of Award for "Pre-Existing Inventory Vehicle(s)"	Lowest price to a single contractor
VEHICLE INFORMATION	
Number of Vehicles	1
Vehicle Type	Full Size Pickup Truck: GVWR > 6,000 pounds
Model Year	2024 or 2025
Other Model Years considered?	No
Make	Ford
Model and Trim Level	F350 super cab and chassis SRW
Model Code	Any model code that meets specifications
Cab Type	Extended Cab (King Cab, XtraCab, SuperCab, Club Cab)
Drive Type	4x4
Fuel Type	Gasoline Only
Aftermarket Components Provider	Any Provider
ADDITIONAL SPECIFICATIONS	
Additional Vehicle Specifications File Name	OGS 23166 - 2025001 - (1) FordF350 super cab and chassis SRW - Town of Rotterdam - Specs
DELIVERY INFORMATION (If "Multiple" is listed, see the Additional Specifications document for all delivery locations)	
Delivery Date	ASAP
Delivery Location Name	Town of Rotterdam Water Plant
Number of Vehicles to be delivered to this location	1
Delivery Address	49 Rice Rd.
Delivery City, State, Zip Code	Rotterdam, New York 12306

Delivery County

Schenectady County

Water/Sewer Maintenance Truck

FACTORY EQUIPMENT

F350 Super cab Single Rear Wheel
168" Wheel Base Chassis cab
4x4
7.3 Gasoline V8 *Preferred*
White exterior paint color
275/70/18 All Terrain Tires
Chrome front bumper
Snowplow prep
Dual batteries
Upfitter switches *Preferred*
LED Roof clearance lights
Remote start
Trailer hitch with 7 way plug and brake controller
Vinyl floor covering with vinyl seats
Air conditioning, Power windows, Door locks, Heated Mirrors
Black platform running boards

AFTERMARKET EQUIPMENT

9' Duramag brand (or similar aluminum construction) utility body painted white
Wide angle backup camera
Spray on truck bed coating inside bed, over top of bed sides, tailgate and rear bumper
8' 6" Stainless steel Fisher XV-2 snow plow with led headlights and shoe kit
Handheld plow controller
Timbren front suspension boosters
17" octagon buyers (or similar) amber mini strobe light bar
Buyers 8895152 (or similar) No drill style 3rd brake light mount for mini-bar
2 grille mounted amber led strobe lights and 2 rear box mounted amber led strobes
Magnum brand service body headache rack

Please confirm **ANY** deviation from this spec via email at
jpeterson@rotterdamny.org

Vehicle must be in supplier inventory and be delivered within 60 days of award notification date.

RESOLUTION NO. 99.25

**CALL FOR BIDS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL
& SAND**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 14th day of March 2025, 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 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:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., MARCH 14, 2025**

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 12, 2025

BidNet: Please publish on February 14, 2025

Daily Gazette: Please publish once on February 14, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: 2/5/25

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for Highway Materials: Crushed Limestone, Gravel, & Sand

TOWN BOARD MEETING DATE: February 12, 2025

Background Information: The awarded bid for Highway Materials: Crushed Limestone, Gravel, & Sand from 2024 will expire on April 13, 2025.

Evaluation/Analysis: Re-Bid according to Town Policy

Recommendation(s): To place on Town Board Meeting February 12, 2025

Attachment/Document(s): Bid Package

Effect(s) on Existing Law(s)?

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Crushed Limestone, Gravel, & Sand

***Bid Opening:
Friday, March 14, 2025
@ 10:00 A.M.***

TOWN OF ROTTERDAM
BID FORM

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

**HIGHWAY MATERIALS:
CRUSHED LIMESTONE, GRAVEL & SAND**

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

TOWN OF ROTTERDAM
BID FORM CONTIUNED

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON			
CRUSHED LIMESTONE SIZE 1A, PER TON			
CRUSHED LIMESTONE SIZE 1B, PER TON			
CRUSHED LIMESTONE SIZE 2, PER TON			
CRUSHED LIMESTONE SIZE 3, PER TON			
CRUSHED LIMESTONE SIZE RUBBLE, PER TON			
GRAVEL SIZE #1 STONE, PER TON			
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON			
GRAVEL SIZE BANK RUN, PER TON			
SAND, TYPE FILL SAND, PER TON			
SAND, TYPE ROAD SAND, PER TON			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2025**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 14, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. on March 14, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An “Affidavit of Non-Collusion” is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town’s Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.
10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.
14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 100.25

**CALL FOR BIDS FOR HIGHWAY MATERIALS: MANHOLE FRAMES & GRATES,
AND MANHOLE SQUARE & ROUND RISERS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 14th day of March 2025, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by 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:

**HIGHWAY MATERIALS: MANHOLE FRAMES & GRATES, AND MANHOLE
SQUARE & ROUND RISERS**

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:15 A.M., MARCH 14, 2025**

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 12, 2025

BidNet: Please publish on February 14, 2025

Daily Gazette: Please publish once on February 14, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: 2/5/25

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for Specification and Bid Proposal for providing materials, Manhole Frame and Grates and Manhole Round Risers.

TOWN BOARD MEETING DATE: February 12, 2025

Background Information: The awarded bid for Specification and Bid Proposal for providing materials; for Manhole Frame and Grates and Manhole Round Risers from 2024 will expire on April 13, 2025.

Evaluation/Analysis: Re-Bid according to Town Policy

Recommendation(s): To place on Town Board Meeting February 12, 2025

Attachment/Document(s): Bid Package

Effect(s) on Existing Law(s)?

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Manhole Frames & Grates, and Manhole Square & Round Risers

***Bid Opening:
Friday, March 14, 2025
@ 10:15 A.M.***

TOWN OF ROTTERDAM
BID FORM

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

***HIGHWAY MATERIALS:
Manhole Frames & Grates, and
Manhole Square & Round Risers***

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

TOWN OF ROTTERDAM
BID FORM CONTINUED

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
<i>MANHOLE FRAMES AND GRATES:</i>			
• SQUARE CATCH BASIN: SEE DIAGRAM 1			
• SQUARE INLET BASIN: SEE DIAGRAM 2			
<i>MANHOLE FRAMES SQUARE RISERS:</i>			
• 26" X 26" X 1"			
• 26" X 26" X 2"			
<i>MANHOLE ROUND RISERS:</i>			
• 24" ROUND X 1"			
• 26" ROUND X 1"			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2025**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway Superintendent at llamora@rotterdamny.org or by calling 518-355-7722.

DIAGRAM 1

26 x 26	1-1/2	24 x 24	36x36	4		2.0
Grate	Grate Thickness	Clear Opening	Flange OD	Frame Height	Grate Type	Drain Area Sq. Ft.

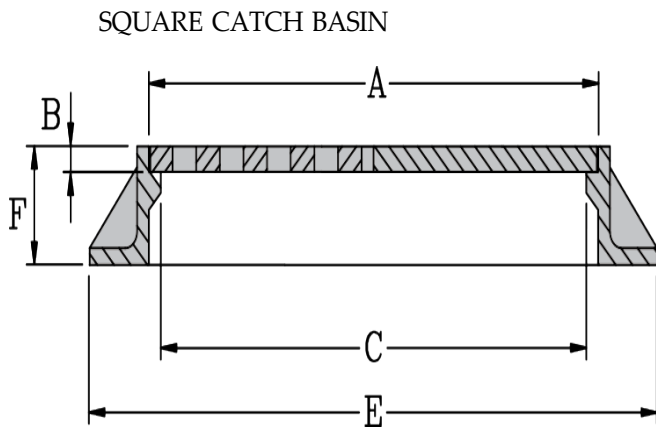


DIAGRAM 2

26x26	1-1/2	24 x 24	33 x 33
Grate	Grate Thickness	Clear Opening	Flange OD

SQUARE INLET BASIN



INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 14, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. March 14, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An “Affidavit of Non-Collusion” is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town’s Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.
8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.
10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.
14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 101.25

CALL FOR BIDS FOR TREE CUTTING & REMOVAL SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Tree Cutting & Removal Services.

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 14th day of March 2025, at 10:30 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 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:

TREE CUTTING & REMOVAL SERVICES

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

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:30 A.M., MARCH 14, 2025**

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 12, 2025

BidNet: Please publish on February 14, 2025

Daily Gazette: Please publish once on February 14, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: 2/5/25

TO: Town Board

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for Specification and Bid Proposal for providing Tree Cutting & Removal Services. February 12, 2025

TOWN BOARD MEETING DATE: February 12, 2025

Background Information: The awarded bid for Specification and Bid Proposal for providing Tree Cutting & Removal Services from 2024 will expire on April 13, 2025.

Evaluation Analysis: Re-Bid according to Town Policy

Recommendation(s): To place on Town Board Meeting February 12, 2025

Attachment/Document(s): Bid Package

Compliance with Purchasing Policy? Yes

Effect(s) on Existing Law(s)?

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Highway Department Request for Bids

Tree Cutting & Removal Services

***Bid Opening:
Friday, March 14, 2025
@ 10:30 A.M.***

TOWN OF ROTTERDAM

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

Tree Cutting & Removal Services

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

TOWN OF ROTTERDAM
ADVERTISEMENT FOR BIDS

Sealed proposals for the furnishing of all labor, materials, equipment, supplies, manpower and other means necessary for the Tree Cutting & Removal Services, so designated by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the specifications set forth, will be received by the Town of Rotterdam Town Clerk at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam New York 12306 at **10:30 a.m. on March 14, 2025**, at which time and place they will be publicly opened and read out loud.

If the information provided by bidder does not have bona fide experience by bidder in this line of work requested, or in the Town's judgment, is not qualified to carry out the obligations of the contract the bid will be rejected. Conditional bids will not be accepted.

Each bidder must submit with their bid, copies of Workers' Compensation insurance certificates, liability insurance and automobile liability insurance in the specified amounts. The Town of Rotterdam should be named on both policies as additional insured.

The bidder whose bid has been accepted will be required to execute a contract within ten days from the date of service of a notice, delivered in person or mailed to the address given in the bid that the contract has been awarded to him. In the case of failure to execute the contract and meet all other stated requirements within the time slated, the bidder shall be deemed to have abandoned the contract.

At the time of opening of bids each bidder will be presumed to be fully aware of the bidding documents and to have read and to be thoroughly familiar with the specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid.

Bidders will comply with Section 103 of the General Municipal Law which states, in effect, that this contract may be cancelled without liability by the Town and the bidder may be disqualified to contract with any other municipality for a period of five years if the bidder, its officers or directors, when called before a Grand Jury to testify concerning any public transaction or contract, refused to sign a waiver of immunity.

In addition to the other provisions herein contained to be done or performed by the contractor as a part of this agreement, the said contractor certifies, pursuant to the provisions of Sec. 103-d of the General Municipal Law that: a) the bid has been arrived at by the bidder independently and has been submitted without collusions with any other vendor of materials, supplies or equipment of the type described in the invitation for bids; and b) the contents of the bid have not been communicated by the person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

END OF SECTION

Page 1 of 1

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:30 a.m. on March 14, 2025**, the day of opening.
2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:30 a.m. March 14, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (<http://www.bidnetdirect.com/townofrotterdam>), and the Town Clerk at Town Hall. The Town will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.
3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An “Affidavit of Non-Collusion” is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town’s Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.
9. All in person bids are to be delivered to the Town Clerk located at 1100 Sunrise Blvd, Rotterdam, NY 12306. Postage paid by bidder for mail or special delivery.
10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.
14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM
GENERAL REQUIREMENTS

1. It is the intent of this Request for Bids that all political subdivisions, and districts be entitled to make purchased of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.
2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly certified payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following minimum insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; \$1 million Excess Umbrella Policy; Automotive Coverage \$1 million; Property Insurance \$1 million. Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named as additional insured. Proof of insurance must be submitted to the Town with bid package.
4. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the TOWN all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TOWN to procure a substitute contractor to satisfactorily complete the contract work.
5. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. At the mutual consent of both the Town and the Contractor, the term of the contract and or contract bid prices may be extended to a second and third year.
6. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.
7. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.
8. Disqualifications
 - a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an

unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

- b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 - c. Bids may be considered irregular and may be subject to rejection for the following reasons:
 - i. If bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.
 - ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
9. Non-Collusive Bidding Certificate: All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.
10. Bid Form
- a. Bid form is attached hereto.
 - b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
 - c. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
 - d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
 - e. All names must be printed or typed below the signature.
 - f. The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).
 - g. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

11. Bid Evaluation

- a. Bids shall remain valid until:
 - i. The execution of a contract by the Town
 - ii. The award of a purchase order by the Town
 - iii. As otherwise rejected by the Town; or
 - iv. 45 days after bid opening.
- b. Bids received will be evaluated by the Town of Rotterdam and will be based, as a minimum, upon the following criteria:
 - i. Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
 - ii. Completeness of the bid.

12. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.
- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

13. Award of Bid

- a. Award will be made as determined to be in the best interest of the Town.
- b. All offers received shall be net cost to the Town. The Town shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
- c. The apparent successful Bidder will be issued a Notice of Award in the form of a Town purchase order or contract. Purchase orders are issued with an expected term of thirty (30) days from receipt of all items.
- d. The Town reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, County Contracts, or New York State Preferred Sources within its discretion.
- e. No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without prior written consent of the Town. In the event the contractor shall without prior written consent assign, transfer, convey, sublet, or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of the contract or purchase

order or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of an attachment against the Successful Bidder, the Town shall be relieved and discharges from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub leases shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

14. Delivery and Payment

- a. All bid prices shall include freight and shall be quoted F.O.B. destination.
- b. Town of Rotterdam operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the Town.
- c. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Bid Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Town.
- d. Orders will be placed on an "As Needed" basis by the Town. There will be no minimum order amounts required. Bids stipulating minimum quantity of dollar value orders may be rejected by the Town at its sole discretion.
- e. Prior to payment, the items furnished and or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
- f. THE TOWN IS NOT SUBJECT TO FEDERAL, STATE, OR LOCAL TAXES.

15. Indemnification: The successful bidder shall indemnify, save, and hold harmless the Town of Rotterdam, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

16. Anti-Discrimination Clause

- a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;
- b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national

origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;

- c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

TOWN OF ROTTERDAM
SPECIFICATIONS

The Contractor will be responsible for the furnishing of all labor, materials, equipment, supplies, manpower and other means necessary for the Tree Cutting & Removal Services, so designated by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the specifications set forth. It is the responsibility of the Contractor to properly and safely carry out tree removal operations, and the Town assumes no responsibility for the method, technique, equipment or the safety of the Contractor's staff in the performance of the work.

The Contractor, once notified by the Highway Superintendent or the Acting Director of Public Works, that a tree is to be removed, must complete the tree removal project within five (5) working days. Once work is commenced, the Contractor must work continuously and expeditiously to complete the work.

Each tree will be removed to within 6" or less of the existing ground in close proximity of the tree stump, unless directed otherwise by the Highway Superintendent or the Acting Director of Public Works.

The Contractor will conduct the work in a professional, safe and workmanlike manner, and take due precautions to protect adjacent properties, including, but not limited to, overhead and underground utilities. The Contractor will remove from the site all tree parts and rake the area clean once completed. Any damage to private property caused by the Contractor's employees or equipment will be repaired and restored to its former condition, unless approved otherwise by the Highway Superintendent or the Acting Director of Public Works.

The Contractor must own and operate all necessary equipment to cut, trim and remove trees from any designated area. Such equipment will include, at a minimum:

- 1) An automated bucket truck to trim trees in hard-to-reach locations,
- 2) Branch and tree limb chipper equipment,
- 3) Hauling trucks to transport tree parts away from the site,
- 4) Logging equipment, including grabbers and logging trucks.

TOWN OF ROTTERDAM
BID FORM

The BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER (Town of Rotterdam) in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Unit Prices and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders. The bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda.

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

BIDDER has given the Town of Rotterdam written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Town of Rotterdam, if any, is acceptable to BIDDER.

This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract as stated in the foregoing Notice to Bidders, within fifteen days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract.

**TOWN OF ROTTERDAM
BID FORM CONTINUED**

Unit Price Bid Amount

For work of this Contract, which consists of the cutting and removal of trees in the Town of Rotterdam, as directed by the Highway Superintendent or the Acting Supervisor of the Department of Public Works, in accordance with the terms and conditions noted herein, complete according to the following price schedule.

1	2	3	x	4	x	5	6	7	
Item	Description	Hourly Rate/ Worker		No. of Workers		Crew Hourly Rate (=Col. 3 x Col. 4)	Hours/ Day	Daily Rate (=Col. 5 x Col. 6)	

A Tree Cutting & Removal Labor Costs

x 3

=

x 8 hrs./day

\$

B Bucket Truck Rental

x 8 hrs./day

\$

C Chipper Equipment Rental

x 8 hrs./day

\$

D Tree Removal Truck (rack or comparable)

x 8 hrs./day

\$

E Logging Truck

x 8 hrs./day

\$

F Crane Rental

x 8 hrs./day

\$

G Total Cost Per Day (Sum of Daily Rates for A, B, C, D and E
From Column 7)

\$	

Determination of the lowest responsible bid will be based on the total cost/day (Item G in the Bid Form, above), however, charges for services provided will be based on actual hours worked, multiplied by the hourly rate entered on the bid Form in Columns 3 and 5, and as verified by the Highway Superintendent or the Acting Supervisor of the Department of Public Works.

The size of the labor crew may vary depending on the size and complexity of the tree to be removed. The successful lowest responsible bidder must obtain Highway Superintendent or Acting Supervisor of the Department of Public Works approval for the intended crew size prior to commencing any work. For billing purposes, the hourly labor rate, as provided by the successful lowest responsible bidder in Column 3 of the Bid Form will be the basis for labor charges for services provided.

All work will be performed during normal working hours of the Town of Rotterdam Highway Department or Rotterdam Department of Public Works, unless exceptions are granted by the Highway Superintendent or the Supervisor of the Department of Public Works. In these cases, premium overtime rates will not be paid for work performed outside of normal working hours.

In the hourly rate (Column 3), Bidders should include all necessary supplies, materials and equipment used in the tree cutting operation, such as chain saws, ropes, tree climbing equipment, etc.

- The lowest responsible bidder will be responsible for disposal of all chips, limbs and logs produced from trees removed under the terms of this contract.
- Depending on the availability of Town equipment and staff, the Highway Superintendent or the Acting Supervisor of the Department of Public Works may elect to supply some of the labor and equipment to assist with the tree cutting and removal operation. In these cases, the successful lowest responsible bidder will only charge for those items that are authorized and not provided by the Town of Rotterdam.
- For billing purposes, only those hours worked at the site will be considered, subject to verification by the Town of Rotterdam. Travel time, mobilization and demobilization, will not be included as hours worked on a specific tree removal job.
- The equipment rental rates (Items B-E) should not include labor costs, since they will be operated by the same staff included in Item A.

Acknowledgment of Receipt of Addenda

Addenda #	Date	Submitted by

BID SUBMITTED on _____, **2025.**

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

Signature

Name of Company or Corporation

Address

City

State

Zip

Phone Number

Email

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____
Signed by: _____ Title: _____
Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 102.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KOESTER FOR
PREVENTATIVE MAINTENANCE EVALUATIONS FOR THE PUMP STATIONS**

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 Koester located at 3101 Seneca Turnpike, Canastota, New York 13032, for preventative maintenance to evaluate the 8 pump stations in the Town, in the amount not to exceed three thousand two hundred eighty and 00/100 (\$3,280.00) dollars.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 7, 2025

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Preventive Maintenance for Pump Stations

TOWN BOARD MEETING: February 12, 2025

Background Information: Koester is the sole proprietor to supply the Town with parts for the pump stations.

Evaluation/Analysis: The floors in the pump stations are deteriorating and need evaluation.

Recommendation(s): Authorize Koester to evaluate 8 pump stations.

Attachment/Document(s): Quote from Koester dated February 4, 2025 in the amount of \$3,280.00.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY:



QUOTATION		
DATE	NUMBER	PAGE
2/4/2025	0003865	1 of 1

B TOR004
I TOWN OF ROTTERDAM
L 1100 SUNRISE BLVD
L ROTTERDAM, NY 12306
T US
O

S TOWN OF ROTTERDAM
H MULTIPLE PUMP STATIONS
I 26 W CAMPBELL RD
P SCHENECTADY, NY 12306
T US
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:

518-365-7344

AALDI@ROTTERDAMNY.ORG

ALLEN ALDI

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE
TC 2025		TECH CHECK, SMITH & LOVELESS	JBW/EKS	

QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	SERVICE	SCOPE OF SERVICE:	\$3,280.00	\$3,280.00

PERFORM PREVENTATIVE MAINTENANCE, OPERATIONAL
INSPECTION, TESTING, TROUBLESHOOTING, LASER ALIGNMENT
AND VIBRATION ANALYSIS WHERE APPLICABLE OF THE BELOW:

(8) S&L PUMP STATIONS

OUT OF SCOPE & EMERGENCY WORK: WHEN OUT OF SCOPE WORK
IS REQUIRED, A PROPOSAL WILL BE PRESENTED. WHEN
EMERGENCY WORK IS REQUIRED, YOU WILL BE INVOICED IN
ACCORDANCE WITH OUR STANDARD RATE STRUCTURE.

THANK YOU FOR THE OPPORTUNITY TO QUOTE.
ALL SERVICES PERFORMED BY CONFINED SPACE
TRAINED, OSHA CERTIFIED TECHNICIANS.
IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE
SIGN & RETURN TO SERVICE@KOESTERASSOCIATES.COM.
IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT ERIC KOESTER (315)395-5804
JOHN WEST
FIELD SERVICE TECHNICIAN

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at [www.https://koesterassociates.com](https://koesterassociates.com) which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.

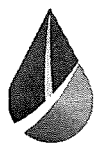
QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE

TOTAL: \$3,280.00

3101 Seneca Turnpike Canastota, NY 13032 - Phone: 315-697-3800 - Fax: 315-697-3888

www.koesterassociates.com

February 12, 2025
Page 249



KOESTER®

Complete Water and Wastewater Service



KOESTER...

Has over 50 years experience in water and wastewater operations, engineering, maintenance, and management.

Covers all of New York State including Long Island and New Jersey.

Represents industry leading manufacturers of water and wastewater treatment and pumping equipment.

Has a team of highly talented professional engineers and certified technicians.

Delivers the best service and solutions to our customers at all times.

SERVICE

A failed pump, a chemical feed system malfunction, or a sludge dewatering issue that occurs in the middle of the night, we are committed to helping relieve or eliminate your problem.

- On-site repair
- Utilizing existing parts and equipment
- New components
- Full range of products for timely solutions
- Quick response
- Emergency assistance
- Instrumentation
- Troubleshooting

UPGRADE AND RETROFIT SOLUTIONS

Koester can improve operating performance by evaluating equipment and facilities, extending useful life or recommending upgrades to more advanced technology. We have been involved with refurbishing and retrofitting equipment for more than half a century.

- Evaluate existing systems
- Replace outdated technology
- Inspect to prevent unexpected failures
- Turnkey installation services

PREVENTATIVE MAINTENANCE

Maximize your investment and peace of mind with proper operation and maintenance of your water and wastewater systems. At Koester we offer preventative maintenance programs designed to keep your system operating efficiently, while also managing your costs. Our experienced field service technicians are ready to schedule service and repairs when and where you need them.

- Customized schedule
- Operational inspection
- Training
- Testing
- Repairs
- Troubleshooting
- Spare parts inventory review
- Pump station maintenance
- Laser alignment and vibrational analysis
- Pump station and equipment maintenance
- Flow studies and flowmeter calibrations

PARTS

Koester maintains an inventory and has access to a comprehensive range of original equipment manufacturers and compatible parts to meet all your needs.

- Pump Stations
 - Clarifiers
 - Grit Removal
 - Bar Screens
 - Chemical Feed
- ...and much more

SERVICE

PARTS

RETROFITS

PREVENTATIVE
MAINTENANCE

Upstate New York

3101 Seneca Turnpike
Canastota, NY 13032
Phone: 315.697.3888
Fax: 315.697.3888

Email:
Service@koesterassociates.com
Parts@koesterassociates.com

RESOLUTION NO. 103.25

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION ON ±2.41 ACRES PARCEL FROM SINGLE FAMILY RESIDENTIAL (R-1) TO MULTIPLE FAMILY (R-3) LOCATED AT 759 PETER ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration dated February 12, 2025, as prepared by the Senior Planner, for a Change of Zone request on a ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located at 759 Peter Road and is known as Tax Map No. 59.20-1-1.

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

SECTION 3. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 4, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Issuance of a Negative Declaration for a Change of Zone Request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3)

TOWN BOARD MEETING: December 11, 2024

Background Information: Peter Road, LLC (owner)
141 West Campbell Road
Schenectady, NY 12306

Change of Zone Request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units. Property is known as 759 Peter Road, Tax Map No. 59.20-1-1.

Evaluation/Analysis: Change of Zone application was referred to the Planning Board for a report and recommendation on November 6, 2024. Planning Commission issued a negative recommendation on November 19, 2024. Town Board conducted a Public Hearing on January 8, 2025.

Recommendation(s): Town Board should consider adoption of a Negative Declaration pursuant to NYCRR Part 617 – State Environmental Quality Review.

Attachment/Document(s): SEQR Environmental Assessment Form

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYCRR Part 617 – State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

6NYCRR PART 617
NEGATIVE DECLARATION
Notice of Determination of Non-Significance
State Environmental Quality Review

Date: February 12, 2025

In accordance with Article 8 (State Environmental Quality Review) of the Environmental Conservation Law (the “Act”), and the statewide regulations under the Act (6NYCRR Part 617) (the “Regulations”), the Lead Agency has received an environmental assessment form in connection with the proposed action described below (the “Action”) and the Lead Agency has determined (i) that said proposed action will result in no major impacts and therefore will not have a significant effect on the environment, and (ii) therefore that an environmental impact statement is not required to be prepared with respect to said Action.

SEQRA Status:

Type I	()
Type II	()
Unlisted	(X)

Conditioned Negative Declaration:

Yes	()
No	(X)

Owners:

Peter Road, LLC
141 West Campbell Road
Schenectady, NY 12306

Location: 759 Peter Road

Action: Change of Zone Request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units.

Involved/Interested Agencies:

Schenectady County Economic Development and Planning
Schenectady County Department of Health
Schenectady County Department of Public Works
NYS Dept. of Environmental Conservation – Region #4
Rotterdam Highway Department
Rotterdam Police Department
Rotterdam Planning Commission
Fire District # (Carman)
Mohonasen School District

Reasons for Determination of Non-Significance:

The Lead Agency has reviewed the Change of Zone application, the associated conceptual site plan, a project description, EAF, and supporting documentation, and conducted further investigation of the requested action and its environmental effects as deemed appropriate. Based upon this review and the Lead Agency’s knowledge of the area surrounding the project, the Lead Agency has determined that the action will have no significant effects on the environment.

The Town of Rotterdam Department of Public Works transmitted this application information to all involved and interested agencies for review on December 12, 2024.

The Change of Zone request concerns a total of ± 2.41 acres consisting of one parcel located on the south side of Peter Road immediately east of the entrance ramps to Interstate 890. The property is known as 759 Peter Road and is currently vacant and previously contained a single-family residential structure that was demolished approximately seven (7) years ago. The Applicant seeks the Change of Zone to facilitate the potential construction of up to twenty (20) condominium units. The property is in an area predominately single family residential along Peter Road and the Highbridge Road with commercial property and multi-family development located to the north of the subject property across Highbridge Road. The property fronts onto Highbridge Road however access to the roadway would not be permitted due to the proximity to the I-890 entrance ramps and site distance constraints.

Prior to the issuance of building permits, Site Plan approval would be required for this residential use from the Rotterdam Planning Commission.

The proposed project action will utilize public water and will provide on-site septic to treat project wastewater. The proposed project will connect to the Town of Rotterdam municipal water system which is located immediately adjacent to the project property. The proposed water supply system will include a distribution system to service the domestic and fire flow needs of the Project. The water appurtenances shall be designed and constructed in accordance with all local, state, and federal requirements for dedication to the appropriate entity at the sole cost of the Applicant. The Town of Rotterdam Town Board as lead agency has reviewed the Environmental Assessment Form Part 1 completed by the Project Sponsor.

A Public Hearing on the proposed Change of Zone was conducted by the Town Board on January 8, 2025. The Town Board considered all comments received in its deliberations and decisions.

Based on the submitted materials, public comment, and input from the Planning Commission and Town Board, the Town completed or caused to be completed Part 2 of the Environmental Assessment Form and a Draft Negative Declaration dated February 12, 2025 was circulated for review and use by the Town Board in making this determination.

The evaluation indicates rezoning this property to Multi Family Residential (R-3) will not result in significant environmental impacts. Any future project proposed for this site must meet the requirements of the Multi-Family Residential (R-3) zone, as well as all other existing regulatory requirements at the Town, State, or Federal level; thereby adequately mitigating or avoiding significant environmental impacts.

Findings, Basis, and Rationale for Decision

The following discussion sets forth the Findings, basis, and rationale for the Town of Rotterdam's decision, including required mitigation measures. The analysis is based upon the criteria set forth in Part 1 and Part 2 of the Full Environmental Assessment form and supplemental information as supplied by the applicant and the Rotterdam Senior Planner.

Impact on Land

The site includes primarily flat terrain with consistent loamy fine sands. Average depth to Bedrock is greater than 20 feet and depth to water table is approximately 6 feet. The site was previously utilized for residential purposes that were demolished several years ago. There is an existing treed buffer located along the westerly property line and the remainder of the lands consists of cleared area where the residential structure were previously located.

There are either none or small impacts to land expected as a result of the project.

Impact in Geological Features

This Site Development will not result in any adverse impacts in Geological Features as it will not impact any unique or unusual land forms.

There are either none or small impacts to geologic features expected as a result of the project.

Impacts on Surface Water

There will be minimal impacts to Surface Water as a result of the Site Development. There are no waterbodies in or adjacent to the site. There are excellent sandy soils on-site and the site can support stormwater retention given the characteristics and the depth to groundwater.

Stormwater produced on the area of proposed development including the rooftops and roadways will be treated and reduced in accordance with 2024 New York State Stormwater Design Manual (NYSSDM). Test pits and infiltration tests have been performed on the parcel. The soils on the site are loamy fine sands with excellent infiltration rates. It is proposed to construct the private road and driveways with porous asphalt. Additional infiltration basins will be constructed to manage roof runoff and runoff outside of the asphalt areas.

There are no NYSDEC or USACOE wetlands on the subject parcel.

There are either none or small impacts to surface water expected as a result of the project.

Impact on Groundwater

The proposed Site Development will not result in any adverse impact on Groundwater. The Project is designed with a municipal water system, which system has adequate capacity to serve the Project. Wastewater will be treated through an onsite system will be designed in accordance with all New York State and Schenectady County requirements.

An existing force main is located along Highbridge Road, however discussions with Town Engineers have indicated that the main is at capacity and would require potentially significant upgrades of the upstream pump station and potential upgrades to the existing systems in the City of Schenectady. Given these constraints, the site has been evaluated for the construction of an onsite septic system. Test pits and infiltration tests have been performed on the parcel. The soils on the site are loamy fine sands with excellent infiltration rates. A preliminary design of the septic system has been prepared and shown on the concept plans. The design meets the requirements of the NYSDC SPDES program and will require and NYSDEC SPDES permit for discharges over 1,000 gallons per day.

There are either none or small impacts to groundwater expected as a result of the project.

Impact on Flooding

The proposed Site Development will not result in any adverse impacts on lands subject to flooding. The Project site does not lie within a flood zone nor will it result in modification of existing drainage patterns.

There are either none or small impacts to flooding expected as a result of the project.

Impacts on Air

The proposed Site Development will not result in any adverse impacts on Air as it will not include any state regulated air emission source. Minor air impacts may be encountered with the use of machinery that utilizes fossil fuels during construction and traffic generated as consequence of any project action.

There are either none or small impacts to air expected as a result of the project.

Impact on Plants and Animals

The proposed Site Development will not result in adverse impacts on Plants and Animals, except for minor impact arising from temporary construction activities and associated disturbance and noise, and from the use of fertilizer and of pesticides to be applied by licensed application during normal site operation.

NYSDEC Environmental Resource Mapper has been reviewed for rare plants and animals. The mapping did not identify any threatened or endangered species on the parcel.

There are either none or small impacts to plants and animals expected as a result of the project.

Impacts on Agricultural Resources

No portion of the site is currently used for Agricultural purposes nor has it been devoted to such use in the recent past years. A review of Agricultural District mapping on the NYS Agricultural and Markets website indicates that this property is not located in an Agricultural District.

There are either none or small impacts to Agriculture Resources expected as a result of the project.

Impacts on Aesthetic Resources

The proposed Site Development will not result in any adverse impacts on Aesthetic Resources as the proposed residential use and structures are consistent with surrounding uses and structures.

It is proposed to construct 4-unit condominium buildings. This design provides an exterior façade that is residential in nature and blends into existing single-family communities.

There are either none or small impacts to Aesthetics Resources expected as a result of the project.

Impact on Historic and Archeological Recourses

A No Impact Letter has been received from the Office of New York State Parks Recreation and Historic Preservation dated February 3, 2025.

There are either none or small impacts to Historic and Archeological Resources expected as a result of the project.

Impact on Open Space and Recreation

The proposed Site Development will not result in any adverse impacts on Open Space and/or Recreation opportunities. As part of site plan approval, the Town imposes a parkland fee for each unit constructed to be placed in a separate account that is utilized exclusively for land acquisition for parks or improvements to existing parks.

There are either none or small impacts to Open Space and Recreation expected as a result of the project.

Impact on Critical Environmental Areas

The proposed Site Development will not result in any adverse impacts on Critical Environmental Areas as the project is not within nor adjacent to a Critical Environmental Areas.

There are either none or small impacts to Open Space and Recreation expected as a result of the project.

Impact on Transportation

As part of the site plan review process for the project action, the Planning Commission will address any potential transportation improvements including signage, striping, handicap, and pedestrian accommodations.

Pursuant to Institute of Traffic Engineers Trip Generation Manual, 11th Edition, the proposed project action of 20 condominium units will generate a total of 12 vehicle trips in the peak p.m. hour of traffic. This correlates to 1 additional vehicle every 5 minutes into the Peter Road intersection. The addition of 12 cars per hour will create a negligible impact upon existing traffic conditions and will not change the Level of Service of the Peter Road/Highbridge Road intersection.

There are either none or small impacts to transportation expected as a result of the project.

Impact on Energy

The proposed Site Development will result in an increase of use of various forms of energy for heat, lighting, and electricity. Nonetheless, the existing infrastructure includes sufficient capacity to provide services to the project without requiring new or upgraded infrastructures.

There are either none or small impacts to energy expected as a result of the project.

Impact on Noise, Odor and Light

The proposed Site Development will result in temporary increases in noise and odors due to construction activities, and thereafter in noise generated by typical residential activities. Landscaped buffers along the west side of the parcel exist and are proposed to be retained. Additional landscaped buffers will be considered to be constructed along the southerly boundaries as part of the site plan review process. Noise and Odor impacts are expected to be primarily temporary in nature.

Impacts from new lighting will be created as a result of the site development proposed to be developed on site. A photo illumination plan will be reviewed by both the Town Designated Engineer and the Planning Commission during site plan review. Lighting will be minimized to the greatest extent practicable. There are proposed buffers included in project design and through appropriate lighting design.

There are either none or small impacts to noise, odor, or light expected as a result of the project.

Impact on Human Health

The proposed Site Development is not expected to have any adverse impacts on Human Health as the project will not create opportunities for exposure to new or existing source of contamination.

Solid waste generated on the site will be collected by a commercial hauler and disposed of at a permitted solid waste disposal site.

There are either none or small impacts to human health expected as a result of the project.

Consistency with Community Plans

The proposed Site Development is generally in alignment with Town, County and State land use plans for the project vicinity, including but not limited to zoning which authorizes residential uses. It is proposed to construct 4-unit condominium buildings. This design provides an exterior façade that is residential in nature and blends into existing single-family communities. Additionally, the proposed project will offer a buffer between the existing residential neighborhood and the recently approved Stewart's convenience store on the north side of Highbridge Road. The property is located in close proximity to the I-890 interchange and fronts on the on the main collector streets of Highbridge and Peter Roads.

The Applicant submitted evidence to the Town Board that the Project as proposed is consistent with and supports the recommended actions of the Town's Comprehensive Plan as

adopted in 2022. The stated recommended actions include the following which are supported by the proposed Change of Zone to allow for multiple family residential condominiums:

- Encourage a mix of high-quality residential development in Town with diverse offerings for families of all sizes, income levels, and stages of life.
- Actively pursue enhancement, revitalization, and reinvestment in existing neighborhoods, particularly in older, more established neighborhoods in rural hamlet areas and areas that border the City of Schenectady.
- Attract high quality housing project proposals offering contemporary amenities and conveniences attractive to people of all ages, such as maintenance-free amenities, multi-modal transportation options, alternative energy solutions, and integration of natural resource feature protection into development plans and ensure these land development projects are constructed to Town requirements.
- Identify alternative housing types that allow increased densities, while limiting neighborhood impacts.

Some of the existing infrastructure and Town services the project will benefit from are as follows:

- Located immediately adjacent to the intersection for the entrance to Interstate 890, characterized as an important access point. Locating the proposed Project near this intersection ensures that the Project will have minimal impacts on the overall transportation system.
- Located in the Mohonasen School District which will benefit from the increased tax revenues.
- There is an existing water main on Peter Road and an analysis of the water infrastructure indicates that there is sufficient quantity and pressure to service the project.

The Town Board, which is the sole entity that has the authority to allow for changes to the Town Zoning Code has concluded that this project is consistent with community plans.

Consistency with Community Character

The proposed Site Development is not expected to result in adverse impacts to the Community Character. The project is designed in accordance with general zoning and land use objectives of the Town and County as discussed above. The Project models the Town's vision for development practices and meets the objectives discussed through their Comprehensive Land Use Plan and other planning documents. The vacant parcels located along Highbridge Road of the Town of Rotterdam is located near parcels already developed for commercial and residential uses. The Project is surrounded by predominantly residential uses and a highway interchange for I-890. The existing land is vegetated with light brush with groupings of moderate woods. The proposed design works to maintain the community characteristics enjoyed in the Town.

There are no environmentally sensitive areas such as wetlands and stream courses. Site design proposes the establishment of buffers and avoiding to the fullest extent possible

impacts to adjoining residential properties located to the west. The Project will allow for preservation of the residential character of the area and provide a transitional buffer for the commercial property currently being redeveloped as a convenience store with associated 3 island motor vehicle fueling facility immediately west of this site.

The Town Board has concluded that this project is consistent with community character.

The Town Board has also reviewed the potential development thresholds of this non-project action on the property for all potential uses of this property under the Multiple Family Residential Classification. Any use of this property will require additional review by the Rotterdam Planning Commission for site plan approval.

This rezoning will not result in any impacts to utilities and all coordination and expenses related to on-site utility infrastructure improvements will be handled by the project sponsor.

After a review of the application materials, the Environmental Assessment Form and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:

- (i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
- (iii) the impairment of the environmental characteristics of a Critical Environmental Area.
- (iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
- (v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
- (vi) a major change in the use of either the quantity or type of energy;
- (vii) the creation of a hazard to human health;
- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
- (x) the creation of a material demand for other actions that would result in one of the above consequences;

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:

(i) included in any long-range plan of which the action under consideration is a part;

(ii) likely to be undertaken as a result thereof; or

(iii) dependent thereon.

(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has been assessed in connection with:

(i) its setting (e.g., urban or rural);

(ii) its probability of occurrence;

(iii) its duration;

(iv) its irreversibility;

(v) its geographic scope;

(vi) its magnitude; and

(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 12th day of February, 2025 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

Mollie Collins
Town Supervisor

For further information contact: Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Peter Road Condos		
Project Location (describe, and attach a general location map): 759 Peter Road		
Brief Description of Proposed Action (include purpose or need): Change the zone of the parcel locate at 759 Peter Road from R-1 to R-3 to accommodate the development of 20 owner for sale condominiums located on 2.41 Acres. The condominiums will be developed in (5) 4 unit buildings with garages. Porous asphalt will be used to construct the access road and driveway.		
Name of Applicant/Sponsor: Peter Road LLC		Telephone: (518) 355-9093
		E-Mail: clewandowski@charlew.com
Address: 2 Computer Drive West, Suite 110		
City/PO: Albany	State: NY	Zip Code: 12205
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Rotterdam Town Board (Zone Change)	November 2024
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	Rotterdam Planning Commission (SitePlan)	November 2024
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☐ Yes ☒ No		
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYSDEC SPDES (Stormwater & Septic)	Pending
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	☐ Yes ☒ No
• If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	☒ Yes ☐ No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☒ Yes ☐ No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	☒ Yes ☐ No
If Yes, identify the plan(s): NYS Heritage Areas: Mohawk Valley Heritage Corridor	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	☐ Yes ☒ No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R-1

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

c. Is a zoning change requested as part of the proposed action? ☒ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? R-3

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?

Town of Rotterdam

c. Which fire protection and emergency medical services serve the project site?

Town of Rotterdam EMS and Volunteer Fire Departments

d. What parks serve the project site?

Carman Park, Esposito Park & Boxwood Park

D. Project Details**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential

b. a. Total acreage of the site of the proposed action? 2.41 acres

b. Total acreage to be physically disturbed? 2.2 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.41 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☒ Yes ☐ No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	20
At completion of all phases	_____	_____	_____	20

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No	
If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☒ No	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

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

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☒ No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☒ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

c. Will the proposed action use, or create a new demand for water?

☒ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: _____ 3,520 gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☒ Yes ☐ No

If Yes:

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

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☒ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☒ No

If, Yes:

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

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

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

d. Will the proposed action generate liquid wastes?

☒ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 3,520 gallons/day

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

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☒ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? ☐ Yes ☒ No • Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☒ No If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☒ No If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): <u>Onsite septic disposal system with subsurface infiltration</u>	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ <u>N/A</u>	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☒ Yes ☐ No If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or <u>0.5</u> acres (impervious surface) _____ Square feet or <u>2.41</u> acres (parcel size) ii. Describe types of new point sources. <u>Roof runoff, All asphalt will be porous</u> iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? <u>Infiltration into the soils</u> • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? ☐ Yes ☒ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☒ Yes ☐ No	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☒ No If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☒ No If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☒ No ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

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

If Yes:

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

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

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

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

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

12 trip ends in the peak hr.

If Yes:

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

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

iii. Parking spaces: Existing 4 Proposed 40 Net increase/decrease +36

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction: • Monday - Friday: <u>7am - 7pm</u> • Saturday: <u>7am - 7pm</u> • Sunday: <u>7am - 7pm</u> • Holidays: <u>7am - 7pm</u>	ii. During Operations: • Monday - Friday: <u>N/A</u> • Saturday: <u>N/A</u> • Sunday: <u>N/A</u> • Holidays: <u>N/A</u>
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☒ No If yes: i. Provide details including sources, time of day and duration: _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: Exterior residential coach lights next to doors and residential post lights	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☒ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☒ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.1	0.85	0.75
• Forested	0.15	0.15	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	2.16	1.41	-0.75
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No
If yes, provide DEC ID number(s): Unknown at limits of search radius
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No													
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ >8 feet													
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 0 %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Sandy Loam</td> <td style="width: 20%; text-align: right;">100 %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> </table>		Sandy Loam	100 %	_____	_____ %	_____	_____ %						
Sandy Loam	100 %												
_____	_____ %												
_____	_____ %												
d. What is the average depth to the water table on the project site? Average: _____ 6 feet													
e. Drainage status of project site soils: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">☒ Well Drained:</td> <td style="width: 60%; text-align: right;">100 % of site</td> </tr> <tr> <td>☐ Moderately Well Drained:</td> <td style="text-align: right;">0 % of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="text-align: right;">0 % of site</td> </tr> </table>		☒ Well Drained:	100 % of site	☐ Moderately Well Drained:	0 % of site	☐ Poorly Drained	0 % of site						
☒ Well Drained:	100 % of site												
☐ Moderately Well Drained:	0 % of site												
☐ Poorly Drained	0 % of site												
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">☒ 0-10%:</td> <td style="width: 60%; text-align: right;">100 % of site</td> </tr> <tr> <td>☐ 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ 0-10%:	100 % of site	☐ 10-15%:	_____ % of site	☐ 15% or greater:	_____ % of site						
☒ 0-10%:	100 % of site												
☐ 10-15%:	_____ % of site												
☐ 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No													
ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No													
If Yes to either i or ii, continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☒ No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 50%;">Name _____</td> <td style="width: 40%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No													
If yes, name of impaired water body/bodies and basis for listing as impaired: _____													
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No													
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No													
If Yes:													
i. Name of aquifer: Principal Aquifer, Sole Source Aquifer Names: Schenectady-Niskayuna SSA													

m. Identify the predominant wildlife species that occupy or use the project site:		
Rabbit Skunk	Grey Squirrel	Ground Hog
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No		
If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____		
ii. Source(s) of description or evaluation: _____		
iii. Extent of community/habitat:		
• Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No		
If Yes:		
i. Species and listing (endangered or threatened): _____		

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No		
If Yes:		
i. Species and listing: _____		

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No		
If yes, give a brief description of how the proposed action may affect that use: _____		

E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No		
If Yes, provide county plus district name/number: _____		
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No		
i. If Yes: acreage(s) on project site? _____		
ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No		
If Yes:		
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature		
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____		

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No		
If Yes:		
i. CEA name: _____		
ii. Basis for designation: _____		
iii. Designating agency and date: _____		

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐ Yes ☒ No
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐ Yes ☒ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	☐ Yes ☒ No
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	☐ Yes ☒ No
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	☐ Yes ☒ No
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☒ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

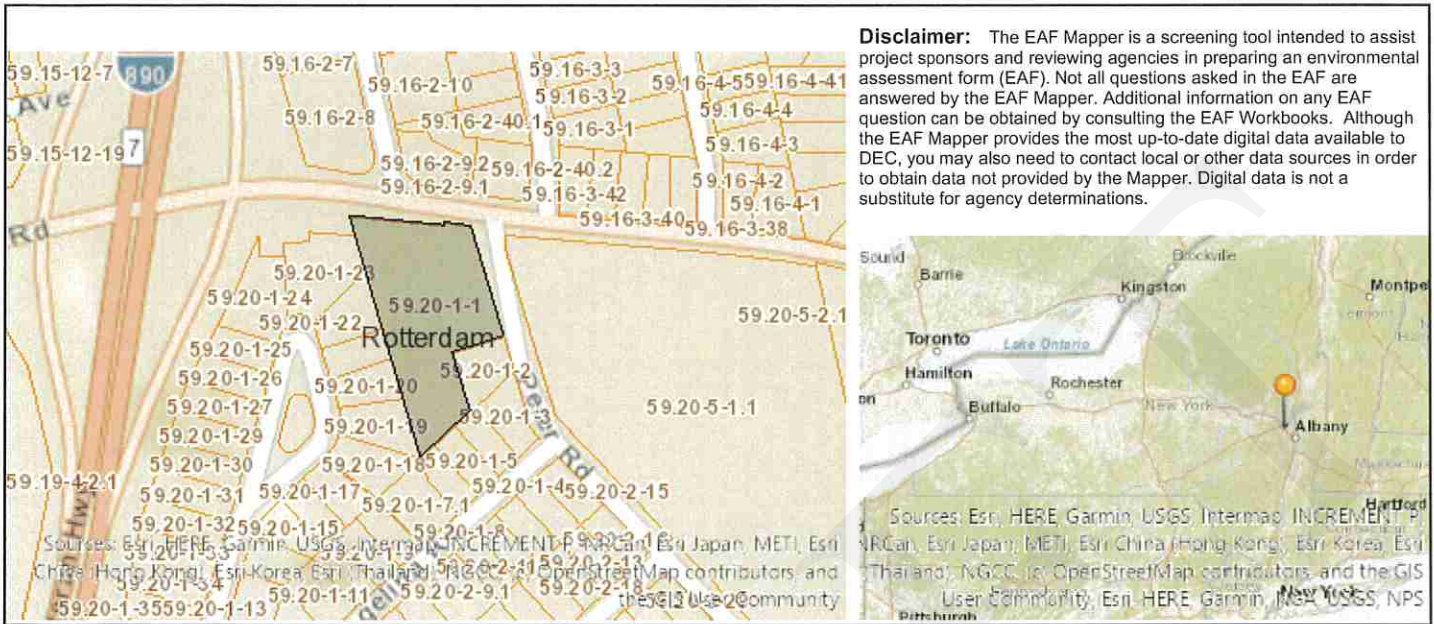
G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Brett L. Steenburgh Date 2/3/25

Signature Brett Steenburgh Digitally signed by Brett Steenburgh
DN: cn=Brett Steenburgh, o=Steenburgh Consulting Engineers,
email=B.steenburgh@steeengineers.com, c=US
Date: 2025.02.03 16:46:44 -0500 Title Project Engineer

PRINT FORM



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Sole Source Aquifer Names: Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]	
Project :	Peter Road COZ
Date :	February 12, 2025

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i> ☐ NO ☒ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☒	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☒	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☒	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☒	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☒	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☒	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☒	☐
h. Other impacts: _____ _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

1. Other impacts: _____ _____		☐	☐
----------------------------------	--	--------------------------	--------------------------

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☒	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☒	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☒	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☒	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☒	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☒	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☒	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐
----------------------------------	--	--------------------------	--------------------------

6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) If "Yes", answer questions a - f. If "No", move on to Section 7.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) If "Yes", answer questions a - j. If "No", move on to Section 8.			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☒	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☒	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☒	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☒	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☒	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☒	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☒	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☒	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☒	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____		☐	☐
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. ☐ NO ☒ YES (See Part 1. D.2.j) If "Yes", answer questions a - f. If "No", go to Section 14.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☒	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☒	☐
c. The proposed action will degrade existing transit access.	D2j	☒	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☒	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☒	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. ☐ NO ☒ YES (See Part 1. D.2.k) If "Yes", answer questions a - e. If "No", go to Section 15.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☒	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☒	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☒	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☒	☐
e. Other Impacts: _____		☐	☐

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☒ YES (See Part 1. D.2.m., n., and o.) If "Yes", answer questions a - f. If "No", go to Section 16.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☒	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☒	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☒	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☒	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☒	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____		☐	☐

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) If "Yes", answer questions a - h. If "No", go to Section 18.		☐ NO ☒ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☒	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☒	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☒	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☒	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☒	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☒	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☒	☐
h. Other: Change of Zone will allow for increased density of housing. Existing multi family housing nearby on the north side of Highbridge Road however non adjacent to property.		☒	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) If "Yes", answer questions a - g. If "No", proceed to Part 3.		☐ NO ☒ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☒	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☒	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☒	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☒	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☒	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☒	☐
g. Other impacts: Proposed multi family residential units will be two stories in height and contain 4 units per building. Many structures in area are one story single family residential.		☒	☐

PRINT FULL FORM



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

February 03, 2025

Brett Steenburgh
Senior Engineer
Steenburgh Consulting Engineering
2832 Rosendale Rd
Niskayuna, NY 12309

Re: DEC
Peter Road Condominiums
759 Peter Rd, Schenectady, Schenectady County, NY 12303
25PR00625

Dear Brett Steenburgh:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Julie Maresco at the following email address:

Julie.Maresco@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

RESOLUTION NO. 104.25

TO ENACT LOCAL LAW NO. 3 OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE ON ±2.41 ACRES PARCEL FROM SINGLE FAMILY RESIDENTIAL (R-1) TO MULTIPLE FAMILY (R-3) LOCATED AT 759 PETER ROAD

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. 3 of 2025.

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 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 6, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner

TITLE OF REQUEST: Decision on a Change of Zone Request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3)

TOWN BOARD MEETING: February 12, 2025

Background Information: Peter Road, LLC (owner)
141 West Campbell Road
Schenectady, NY 12306

Change of Zone Request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units. Property is known as 759 Peter Road, Tax Map No. 59.20-1-1.

Evaluation/Analysis: Change of Zone application was referred to the Planning Board for a report and recommendation on November 6, 2024. Planning Commission issued a negative recommendation on November 19, 2024. Town Board conducted a Public Hearing on January 8, 2025.

Recommendation(s): Town Board to make a decision to approve or deny the proposed Change of Zone.

Attachment/Document(s): Application Materials
Planning Commission Report and Recommendation
Schenectady County 239-m
Comments

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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. 3 of the year 20²⁵

A local law To amend Chapter 270, Zoning, of the Town Code, relating to a change of zone request

(Insert Title)

on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3)

located at 759 Peter Road.

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 description of Land Proposed Zone Change

(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. 3 of 2025 of
the ~~(County)(City)(Town)(Village)~~ of Rotterdam was duly passed by the
Town Board on February 12 2025, in accordance with the applicable
(Name of Legislative Body)
provisions of law.

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

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

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of
the (County)(City)(Town)(Village) of _____ was duly passed by the
_____ on _____ 20____, and was (approved)(not approved)
(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
(Elective Chief Executive Officer)*
law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____
20____, in accordance with the applicable provisions of law.

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

5. (City local law concerning Charter revision proposed by petition.)

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

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of 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

Date: _____

(Seal)

SCHEDULE A DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, with the buildings and improvements thereon, situate in the Town of Rotterdam, County of Schenectady, State of New York, as shown and designated on a Map No. 2 of Freds Community Plat, Town of Rotterdam, Schenectady County, N.Y., dated July 29, 1950, made by Walter E. Maxwell, Engineer and filed in the Schenectady County Clerk's Office on November 1, 1950, and more particularly bounded and described as follows:

Beginning at a point on the southerly line of Highbridge Road where it is intersected by the westerly line of Peter Road as designated on said map; thence North 73 degrees 7 minutes west 288.69 feet as designated on said map to a point; thence south 5 degrees 10 minutes east 572.31 feet as designated on said map to a point; thence north 59 degrees 47 minutes east 294.96 feet as designated on said map to a point in the westerly line of Peter Road; thence northerly along the westerly line of said Peter Road 400.99 feet as designated on said map to the point or place of beginning.

EXCEPTING AND RESERVING THEREFROM, HOWEVER, ALL THAT PIECE OR PARCEL OF LAND with the buildings thereon situate in the Town of Rotterdam, County of Schenectady and State of New York, more particularly described as follows:

Beginning at an iron pipe found in the westerly boundary of Peter Road, said pipe lying south 5 degrees 10 minutes east a distance of 259.05 feet from the intersection of the westerly boundary of Peter Road with the southerly boundary of Highbridge Road; thence running along the westerly boundary of Peter Road south 5 degrees 10 minutes east for a distance of 80 feet to an iron pipe; thence running along the division line between lands of Nocian on the north and lands now or formerly of Elizabeth Day on the south, south 59 degrees 48 minutes 40 seconds west for a distance of 137.95 feet to a pipe; thence through the lands of said Nocian north 5 degrees 10 minutes west 138.34 feet; thence north 84 degrees 50 minutes east a distance of 125 feet to the point of beginning; the said parcel containing 0.3133 acres of land more or less.

Premises are more modernly described as follows:

All that piece or parcel of land, with buildings and improvements situate in the Town of Rotterdam, County of Schenectady, State of New York, lying northerly of Angelina Road, easterly of Devendorf Road, southerly of Highbridge Road, westerly of New York State (I-890) and being more particularly bounded and described as follows;

Beginning at a recovered iron pipe on the division line of the herein described parcel to the north and lands of now or formerly Stibinger (L.949 P.690) to the south, said iron pipe being South 17° 33' 39" East 259.46 feet from the southerly bounds of Highbridge Road;
Thence along the bounds of Stibinger South 72° 14' 02" West 125.02 feet to a recovered iron pipe and South 17° 45' 55" East 138.17 feet to a recovered iron pipe on the northerly bounds of lands of now or formerly Simmons (L.1874 P.900) also being the northerly bounds of Lot No. 261 as shown on a map entitled "Map No. 2 of Freds Community Plot" as prepared by Walter E. Maxwell P.E. & L.S. on July 29, 1950 and filed in the office of the Schenectady County Clerk on November 1, 1950 in Plat Cabinet G as Map 166;
Thence continuing along the northerly bounds of Lot No.261, 260 and 259 as shown on a map entitled "Map No. 2 of Freds Community Plot", also being the northerly bounds of lands of now or formerly Simmons (L.1874 P.900), Lavery (L.1346 P.179) and De Gasperis (L.1032 P.704) respectively South 46° 58' 33" West for a distance of 155.59 feet to a recovered capped iron rod at the southerly corner of lands of now or formerly Heise (L.1571 P.16) also being the southerly corner of Lot No. 36 as shown on a map entitled

07/30/2014 9:17:39 AM J-Hayes

"Riggs Manor Section Two, Town of Rotterdam, County of Schenectady, N.Y." as prepared by C.T. Male Associates on June 23, 1965 and filed in the office of the Schenectady County Clerk on August 19, 1965 in Plat Cabinet G as Map 232;

Thence continuing along the easterly bounds of Lot No.36, 34, 32, 30 and 28 as shown on a map entitled "Riggs Manor Section Two, Town of Rotterdam, County of Schenectady, N.Y.", also being the northerly bounds of lands of now or formerly Heise (L.1571 P.16), Fialkowski (L.1155 P.117), Grippo (L.1830 P.437), Lyons (L.982 P.324) and Devery (L.1850 P.262) respectively, North 17° 33' 39" West 562.12 feet to point on the southerly bounds of Highbridge Road(a.k.a. County Road No. 48) as shown on N.Y.S. Appropriation of Interstate 550-2-1.1, Map 365 Parcel 371, South 85° 21' 58" East 218.41 feet, North 05° 05' 25" East 10.00 feet and South 85° 30' 39" East 63.57 feet to the intersection of the southerly bounds of Highbridge Road and the westerly bounds of Peter Road;

Thence South 17° 33' 39" East 259.46 feet along the westerly bounds of Peter Road to the point and place of beginning, containing 2.41 acres of land, more or less.



TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee \$1,000

Existing Zone Classification: R-1 One Family Residential

Proposed Zone Classification: R-3 Multi-family Residential

**PART II
GENERAL INFORMATION**

Legal Owner's Name: Peter Road LLC
Mailing Address: 141 W. Campbell Rd
City: Schenectady State: NY Zip: 12306
Daytime Phone: (518) 355-9093 E-mail: _____

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Brett Steenburgh, P.E.

Mailing Address: 2832 Rosendale Rd
City: Niskayuna State: NY Zip: 12309
Daytime Phone: (518) 365-0675 E-mail: bsteenburghpe@gmail.com
Project/Proposal Site Area: (Acres or sq. ft.) 2.41 Acre
Assessor Tax Parcel No.(s) of Site: 59.20-1-1
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 0

Street Address of Proposed Site (if any): 759 Peter Road

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

The parcel is currently vacant residential land.
The majority of the parcel is cleared of mature
vegetation

School District: Mehonassen

Fire District: Fire Dist #3 T of Rotterdam
Volunteer

Water Supply: T of Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

The parcel is located at 759 Peter Road at the
Southwest intersection of Peter Road and
Highbridge Rd.

Name of Public Road(s) Providing Access: Peter Road & Highbridge Road

Width of Property Fronting on the Existing Public Road in Linear Feet: 286 L.F. on Highbridge and
259 L.F. on Peter Rd for a
Total of 545 L.F.

Does the Proposal Have Access to an Arterial or Planned Arterial?

() Yes (X) No

Name(s) of Arterial Road(s): N/A

A legal description of the proposed site must be attached:

(X) Yes () No

A copy of the assessor's map of the proposed site must be attached:

(X) Yes () No

A copy of the most current deed(s) of the proposed site must be attached:

(X) Yes () No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? _____

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

see attached

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO ☒. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:

() Individual Wells ☒ Public System () Private Community System
() Other, please describe _____

Proposed Means of Sewage Disposal:

() Public Sewer () Dry Sewer ☒ Community System ()
Septic Tank & Leachfield () Other, please describe _____

PART III

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____
Address: 2832 Rosendale Rd
Niskayuna, NY 12306

Date: 10/25/2024
Phone: (518) 365-0675
Zip: 12309

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE



Peter Road Re-zoning factors:

The parcel at Peter Road known as 759 Peter Road has been under the ownership of Peter Road LLC for approximately 10 years. It has been investigated for several types of developments including but not limited to commercial, single family and transient multi-family developments. Due to the configuration of the parcel, proximity to Highbridge Road, neighboring commercial parcels and Interstate 890 single family development of the parcel is cost prohibitive and offers minimal sale value. It is proposed to re-zone the parcel to R-3 multi-family residential to permit to the development of ownership based condominiums. This would allow the density necessary to provide affordable housing units geared towards young professionals and senior citizens. This location would be very attractive to both demographics due to its close proximity to Interstate 890 and the re-development of goods and services along the Hamburg Street Corridor. This development will also offer an excellent buffer between the single family residential structures and the commercial parcel on the west side of Highbridge Road. Additionally, the condominiums would include a homeowner's association (HOA) which would be responsible for all exterior maintenance and upkeep of the parcel. The HOA will provide peace of mind and comfort to the surrounding single family residences that the parcel will be maintained to highest standards.

LEGAL OWNER SIGNATURE

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Peter Road, LLC
Address: 2 Computer Drive, West Suite 110
Albany, NJ 12205

Date: 10/29/24
Phone: 518-365-3292
Zip: 12205

By: [Signature]
Signature of applicant or representative
Corey J. Lewandowski, Member

10/29/24
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 29th day of October, 2024

NOTARY SEAL

Cheer Ann McGeary
Notary Signature

Notary Public in and for the State of New York

Residing at: 35 Old Birch Lane, Colonie, NY 12118

My appointment expires: 03-13-2026

CHEER ANN MCGEARY
Notary Public, State of New York
No. 01MC6039407
Qualified in Albany County
Commission Expires March 13, 2026

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM



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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER
INVOLVED

I, Corey J. Lowinski, being duly sworn declare that I am the sole member & manager
(PROPERTY OWNER) Peter Road, LLC

owner of the property involved in a proposed Peter Road Condominium Development application request before the
Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 59.20 - 1 - 1

I hereby grant Brett Steenburgh and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and
correct to the best of my knowledge and belief.

Signature (Authorized Representative): [Signature] member

Date: 10/29/24

NOTARY

STATE OF NEW YORK) ss:

COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 29th day of October, 2024

NOTARY SEAL

[Signature]
Notary Signature

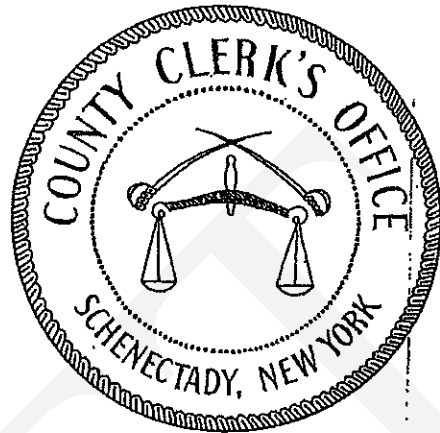
Notary Public in and for the State of New York

Residing at: 39 Old Birch Lane, Colonie, NY 12205

My appointment expires: 03-13-2026

Schenectady County Endorsement Page

JOHN J. WOODWARD
Schenectady County Clerk
620 State Street
Schenectady, NY 12305



Document Type EXECUTOR'S DEED

From Party

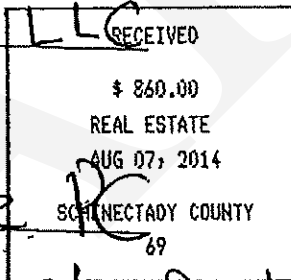
Anthony J. Valentine, as Executor of
the LWT of Benjamin A. Valentine

To Party

Peter Road, LLC

RETURN TO

Donald Zee



1 Winners Circle, Suite 140

Albany, N.Y. 12205

NY REALTY TRANSFER \$860.00
TAX
NY LAND SUR \$4.75
NY E & A FEES \$116.00
NY LAND COMP SUR \$14.25
CO GENERAL REVENUE \$55.00
CO LAND SUR \$0.25
CO E & A FEES \$9.00
CO LAND COMP SUR \$0.75
TOTAL PAID \$1,060.00
INV: 779833 USER: GMS

Receipt No: 779833
Doc No: 2014-2606
Inst Num: 201432235

Book/Pages: DEED/1898/910
Total Pages: 6

RECORDED
08/07/2014 11:45:09 PM
County Clerk
JOHN J. WOODWARD
SCHENECTADY COUNTY NY

Visit our Webpage:
Schenectadycountyclerk.com

Important: This endorsement page constitutes the Clerk's endorsement in accordance with Local Law #7 of 1996-DO NOT DETACH-Upon recording, this page becomes part of the document.

C71430377

Executor's Deed

This Indenture

Made the 1st day of August, Two Thousand Fourteen

Between ANTHONY J. VALENTINE, residing at 3013 Kirvin Lane, Schenectady, New York 12306, as **Executor of the Last Will and Testament of Benjamin A. Valentine**, late of the City of Schenectady, Schenectady County, New York, Party of the First Part, and

PETER ROAD, LLC, a New York limited liability company, with offices at 3020 Mariaville Road, Schenectady, New York 12306, Party of the Second Part,

Witnesseth that the Party of the First Part, by virtue of the power and authority given in and by said Last Will and Testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of TWO HUNDRED FIFTEEN THOUSAND and no/100 (\$215,000.00) Dollars lawful money of the United States, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, his heirs, distributees and assigns, forever,

ALL THAT TRACT OR PARCEL OF LAND, with the buildings and improvements thereon, situate in the Town of Rotterdam, County of Schenectady, State of New York, more particularly bounded and described on Schedule A attached hereto and made part hereof.

Being the same the same premises conveyed by Eleanor Schrom to Benjamin A. Valentine and Philomena Valentine, his wife, by Executor's Deed dated May 18, 1978 and recorded in the Schenectady County Clerk's Office on May 19, 1978 in Book 1017 of Deeds, at page 108.

The said Benjamin A. Valentine died testate, a resident of the City of Schenectady, Schenectady County, New York, on July 12, 2005. His Last Will and Testament dated December 7, 2001, was duly admitted to probate by the Schenectady County Surrogate's Court on April 25, 2012, and Letters Testamentary were issued to Anthony J. Valentine and such letters have not been revoked and are now in full force and effect.

The said Philomena Valentine died a resident of the City of Schenectady, Schenectady County, New York, on March 6,

R.P.T.S.A.
TAX MAP IDENT
SEC 59.20 BLK 7 LOT 1

**Lavelle
& Finn**
LIMITED LIABILITY PARTNERSHIP
Attorneys At Law

29 British American Blvd.
Latham, New York
12110-1405

(518) 869-6227
Fax (518) 869-0572

188 Church Street
Saratoga Springs, New York
12866

(518) 584-6300
Fax (518) 584-5673

Executor's Deed

2001 leaving Benjamin A. Valentine her surviving tenant by the entirety.

Tax Map ID# 59.20-1-1

Subject to all enforceable covenants, easements, conditions, reservations and restrictions of record.

Together with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

Together with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the Party of the First Part has or has power to convey or dispose of, whether individually, or by virtue of said will, or otherwise;

To have and to hold the premises herein granted unto the Party of the Second Part, his heirs, distributees and assigns, forever.

And the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

Subject to the provisions of Section Thirteen of the Lien Law.

The word "Party" shall be construed as if it reads "Parties" whenever the sense of this indenture so requires.

In Witness Whereof, the Party of the First Part has duly executed this deed on the day and year first above written.

**Lavelle
& Finn**
LIMITED LIABILITY PARTNERSHIP
Attorneys At Law

29 British American Blvd.
Latham, New York
12110-1405

(518) 869-6227
Fax (518) 869-0572

188 Church Street
Saratoga Springs, New York
12866

(518) 584-6300
Fax (518) 584-5673

Estate of Benjamin A. Valentine

In Presence of

By: Anthony J. Valentine EXE
Anthony J. Valentine, Executor

Executor's Deed

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

On the 1 day of August in the year 2014, before me, the undersigned, a notary public in and for said state, personally appeared Anthony J. Valentine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHAEL P. MULLANEY
Notary Public, State of New York
Qualified in Schenectady County
Reg. No. 4607603
Commission Expires Jan. 31, 2017

RECORD & RETURN:

**Lavelle
& Finn**
LIMITED LIABILITY PARTNERSHIP
Attorneys At Law

9 British American Blvd.
Latham, New York
12110-1405

(518) 869-6227
Fax (518) 869-0572

188 Church Street
Watkins Springs, New York
12866

(518) 584-6300
Fax (518) 584-5673



OWNER: PETER ROAD, LLC
APPLICANT: PETER ROAD, LLC
141 W CAMPBELL RD SUITE 101
SCHENECTADY, NY 12306
AREA = 2.41 Acs
PROPOSED USE: CONDOMINIUMS
(4) BUILDINGS (20 UNITS TOTAL)
TOTAL NUMBER OF BEDROOMS 32
LOT AREA REQ = 104,000 S.F. (2.360) * 20,000
AREA REQ = 104,000 S.F. OR 2.38 ACRES
VARIANCE REQUIRED
PARKING REQUIREMENT: 2 PER DWELLING UNIT
PARKING PROPOSED: 2 PER UNIT ONE GARAGE &
ONE DRIVEWAY

[illegible]

Scaling all these drawings will be done by the user, and the user will be responsible for the accuracy of the data. The user will be responsible for the accuracy of the data.



Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC62-2024

Moved by Mr. Collins seconded by Mr. Calder

Applicant: Peter Road, LLC

**Resolution Adopting a Report and Negative Recommendation
on the Change of Zone Request by Peter Road, LLC**

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from Peter Road, LLC the ("Applicant") for Change of Zone Request from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units on a ± 2.41 acres parcel located at 759 Peter Road (Tax Map No. 59.20-1-1); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on November 6, 2024 for a report and recommendation thereon; and

WHEREAS, the Applicant presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on November 19, 2024; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on November 19, 2024; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Collins, seconded by Member Calder,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

The Change of Zone request concerns one parcel comprising a total of ± 2.41 acres located at 759 Peter Road. The ± 2.41 acres parcel to be rezoned is currently zoned Single Family Residential (R-1). The property is surrounded by single family residential with a proposed Stewarts Shop convenience store located across Highbridge Road from this property. This area is very convenient for traveling to and from multiple locations.

If rezoned to R-3, the following uses would be permissible:

Multi-Family residential as opposed to only single-family residential development.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **negative recommendation** on the **Peter Road, LLC** Change of Zone request for the following reasons:

A. The property is in an area predominately single family residential along Peter Road and the Highbridge Area with commercial property and multi-family development located to the north of the subject property across Highbridge Road.

B. Peter Road is a collector road for the single-family residential developments located south of the property and experiences traffic delays during the peak travel periods.

C. The Change of Zone may negatively impact property values in the immediate neighborhood and potential spur additional requests for Multi Family Residences.

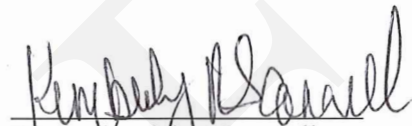
D. The proposed Change of Zone is not in character with the existing development in the area.

E. Change of Zone applications to Multi-Family Residential have been requested for this property previously and comments/concerns have not changed.

3. Neither a negative recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as a denial or other negative position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission.

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Kimberly Ricker-Scannell		X
Mark D'Alessandro	X	
Wayne Calder	X	
Clark Collins	X	
Joseph Signore	X	
Lynn Flansburg	X	
Joseph Miglucci	X	


Peter J. Comenzo
Senior Planner


Kimberly Ricker Scannell
Planning Commission Chairman

3. Peter Road LLC – Peter Road. Report and Recommendation to the Town Board on a Change of Zone from Single Family Residential (R-1) to Multi-Family Residential (R-3) for the potential construction of up to 20 condominiums on a ±2.41 acres. Engineer: Brett Steenburgh, P.E. PLLC.

Ms. Scannell: Next up, Peter Road, LLC, to support and recommendation to the town board on a change of zone from a single-family residential to multi-family residential for the potential construction of up to 20 condominiums.

Mr. Steenburgh: Good evening. Brett Steenburgh, Steenburgh Consulting Engineering. I'm here on behalf of Peter Road LLC, Mr. Lewandowski, who has owned the parcel at 759 Peter Road for I think over a decade now. He had several requests and projects over the years looking at developing this parcel. I believe all of them involved transient occupancy, apartment-style living to develop this parcel.

I recently met with Corey and we kind of looked at some different options that would allow him to develop the parcel in a manner that would basically be productive. Given the proximity to 890, the proximity to the new stewards, which hopefully will be being built, it really is kind of between a residential zone and a commercial and highway transit zone. So, we looked at some of the various things that have been successful in the Town of Rotterdam.

Condominium development, homeowner-occupied condominiums. It won't take you long to drive around Rotterdam and see condominiums embedded in beautiful single-family home residential communities. Stable Gate, Homestead, the new Crossings at Helderberg Meadows are building 124 condominiums. All three of those products are being built by Pigliavento. You have White Birch Gardens on Helderberg Avenue. Again, all nestled within the proximity of single-family residences.

What this offers is an ability for first-time homebuyers, which is my son's graduating college this year. I shudder at the thought of him trying to purchase a home. Homes are starting three-quarters of a million dollars almost anywhere you go. So, what these condominiums offer is a great opportunity for first-time homebuyers and retirees, people downsizing, people downsizing, wanting to downsize within their community. If you look at the people who have purchased at those aforementioned condominium developments, that's very much what they are. The huge advantage to this particular parcel, especially for the first-time homebuyers, the young business professional, is the proximity to Interstate 890.

You can be anywhere in Albany in 15 minutes, anywhere in Schenectady in 15 minutes, just without much difficulty and much impact on the Rotterdam residential streets. Looking at this and looking at what's going on in Hamburg Street, all of the new redevelopment along Hamburg Street, I think adding door fronts within that proximity will only help foster the growth of the restaurants and the shops and all of the businesses that I'm sure the Town of Rotterdam would love to get along Hamburg Street. I'd love to see the development of that as well.

So, we sat down, and we looked at the parcel and we're proposing there are four-unit buildings similar to almost all of those I mentioned, Stable Gate, Putnam, all of those. And the reason we like the four-unit buildings, especially for home ownership, if you look at a lot of condominium developments, some of them where they have that interior unit where you have a front and back exterior wall. All of these are two up, two down.

So, every resident has three exterior walls and only share one common wall, which is nice because you have a lot of natural light, a lot of windows, and it becomes a much more sellable product for people who actually want to buy and live there and stay there. Whereas what we found a lot of times with the larger condominium buildings, where you have 10, 15 units in one building, you do get those units that aren't particularly as sellable and can. It's the, you have the issue with those interior units not being as sellable. I've seen a lot of those buildings where the owners and the developers have had to put those, some of those up for rent because those larger units, they're not, people don't want to buy a unit where they have one exterior wall or two exterior walls. These have been incredibly successful, especially in this market. And I think the biggest thing is, the site will be encumbered with a homeowners association for all the maintenance of the exteriors of the building, all of the maintenance of the site, the septic system, all of the utilities, the porous asphalt, the drainage, all of that will be maintained by a homeowners association, which money is set aside every year for the maintenance of that.

I'm sure all of you are familiar with HOAs. There have been a lot of them here, but money is set aside for that maintenance. So, this, in the residents, they want it to look nice because they're going to be at those HOA meetings saying, hey, listen, you know, we didn't get the leaves cleaned up last week. We really, you know, that type of stuff. So, it ends up becoming a community and a community of homeowners.

So, we spent a lot of time, we looked at this four-unit building. We're looking at five of them on the site, a mixture of one and two bedrooms, which meets the R3 zoning requirements. We meet all of the R3 zoning requirements should this be changed to R3. And even exceeding some of the setback requirements by, I think the front yard setback is 30 feet. We're right at about 30 feet along Peter Road, but along the rear of the lots, I think it's 20-foot setback. We're at about 30 feet on those rear yard setbacks. And we're going to retain that existing tree and brush buffer along the rear of those yards to provide privacy to the residents behind and plant additional buffers on the south side of the property.

We can certainly, as we work through the planning process, look at different amenities that this board would feel see fit to, you know, look at for a development of this type within a community like the Highbridge Road community. So, we're here this evening seeking a positive recommendation from this board to the town board for the change of zone from R1 to R3.

Ms. Scannell: Well, thank you. I appreciate you being here. I think that we all need to remember that we're here for a report and recommendation. So, while I'm sure as a Planning Commission we immediately look at your schedule, we start asking questions. Where are we going to put the snow and where are we going to put this? I will tell you I really do like the idea of how private you are keeping this community. There's an awful lot of green space that I can see just by looking at it. Even this early on with a site plan we don't always see that level of trees. Usually, we're starting like with not a lot of trees and we're asking for more trees. So, I always like to say he who names first loses. So, I could also see moving forward, like you said, additional buffers or something like that.

I'm going to give the opportunity to everyone up here to kind of ask some questions, to make some comments. If they have any concerns, certainly you could address things. My own personal take is that I am at a point in my life where I'm making decisions, and my daughter is at a point in her life where she is making decisions. Our decisions might find us in similar locations and for some of the similar reasons. I have a five-bedroom, four-bathroom house right now. I mow a lot of lawn. I'm digging a lot of gardens and there's some days that I just sit back and say what am I doing? This is crazy. I'm one person and the idea of condo living, certainly as I get older, I'm 55 now, as I get older it is nice to have that maintenance done and kept up. My daughter's going to be 27. She's a professional woman. She does not ever want to ever take care of a lawn, but she wants it nice, right? She wants it to look nice. What price point are you looking at for these?

Mr. Steenburgh: I wish I had consulted with Corey beforehand, but it would probably, I would guess probably in the upper 300,000s.

Ms. Scannell: Do you find typically with condominiums at this price point in communities as small as this one, do you find more owner occupancy, or do you find less owner occupancy? In your experience.

Mr. Steenburgh: I find more owner occupancy. If you're going to invest that amount of money, you want to live there. I know the success the Pigliavento's have had in this community with Homestead and Stable Gate, and they certainly wouldn't be investing into 124 more condominiums at the Crossings if this wasn't a successful venture. We very much feel that this is something that would be sellable on this parcel. Again, the proximity to 890 for young business professionals is invaluable. They don't want to drive. They don't want to be in their car for an hour. They would like to have that ability to access their workplace quickly and easily.

Ms. Scannell: And then I think on the opposite side of the fence, we've also seen with folks that are eligible like I am for the 55 and up community over at Whispering Pines. So, there's folks too that might have children and grandchildren that have stayed in the area, and they just don't want to keep the big house anymore. All right, very good.

Mr. Miglucci, questions, comments, concerns?

Mr. Miglucci: Well, this obviously has to have a zone change. So, the convoy's got to handle that. You know, apartments and condos, apartments and condos, I believe we have more than Clifton Park right now. So, it's a double-edged sword. You have people here that own properties that have been there for years. It's a lot to consider.

I believe the town board is going to have to take a look at that zone change.

Ms. Scannell: Right, well, so just to clarify for the record, the town board will be making the decision whether or not to grant the change of zone. All they are asking from this Planning Commission is for a report and recommendation. So, we would not be voting on anything whether or not to move forward with this project. In the event that the change of zone were to be approved by the Town Board, they'd be back in front of us and we'd be talking about the trees and the setbacks and the snow and where are we going to park and things like that. Mr. D'Alessandro?

Mr. D'Alessandro: Yeah, I've got a couple things. I've been on this board probably almost seven years now. This project has been turned down multiple times. I knew as soon as Stewart's got approved, this was going to happen. But there's a residential neighborhood and it's there for a reason. Now we're getting encroachment with businesses, and I don't think that's right. Traffic on Peter Road and Sherman between you guys, no, between eight and nine and four to six is a nightmare. Now when Stewart's coming in, it's going to be worse. Yeah, I would rather see affordable homes there. Something that's going to blend in with the neighborhood. That's my opinion. *"Inaudible...people clapping and cannot hear what Mark is saying."*

Ms. Scannell: Thank you. Mr. Signore.

Mr. Signore: Your home is your castle and obviously all of you feel somewhat infringed or affected by what's going to go on here. I'm with two and a half, almost two and a half acres. I'm okay with staying with the character of the neighborhood and perhaps putting residential homes because it's hard to tell people what they can do with their property when they own it. It's very difficult and I would feel much better with residential homes because it's within the character of that neighborhood. So, I really can't support the 20 condominiums.

Ms. Scannell: Thank you. Anything else, Mr. Signore?

Mr. Signore: No.

Ms. Scannell: All righty. Mr. Calder.

Mr. Calder: Well, I lived over there for 44 years on Day Road and I just went into one of the Pigliavento's condos about 6 years ago. When I was on the Town Board we disapproved this project, and the neighbors were very happy. I understand. I think the bigger fight, I don't approve of this by the way, but I think the bigger fight is going to be when the farmland across the street and that goes. That's going to be a tough one to stop. That's going to be sizable. I don't know, you know, of course, when that might happen, but I'm very familiar with this project and I, for one, have to agree with a couple of board members. I'm not going to vote for it.

Ms. Scannell: Mr. Collins?

Mr. Collins: Yeah, I've seen this project. This is the third time. I voted down every time and I plan on doing that tonight. And since this isn't a public hearing, I'll say some things that made you thinking. I mean, you bought your homes for a reason. You want to live there. This guy, and I'm not criticizing him, he bought it for \$250,000. He sells these for \$300,000. He's bringing in \$6 million.

He's going to make a ton of money and go on and he's going to leave you guys. And you have the right to live in your home and neighborhood and not be infringed upon somebody that wants to. And he can build four houses. Joe Signore, where he wanted, I lived next to it, and they wanted to put apartments and stuff on it, and we fought it. And now they've got seven homes over there. It's a beautiful neighborhood.

Now the guy might not make enough money, but it's not my job to make him money. My job is to protect you residents that have lived here for years, paid your taxes, because I think of Rotterdam as a business. Every one of you has a share and if we build this and your house is worth \$250,000 now and you go to somebody who says, I don't want to look at condos, I'm going to give you \$200,000. So, your share went down after all the years you paid for it. And that's how I feel. And what's the problem is like Wayne saying across the street, you've got 13 acres. If we okay this, you've got to okay that. And in those 13 acres, we can build 50 or 60. So then what do we have? We've got condominium in heaven.

And now he said that out on Guilderland Avenue, but that's out on the outskirts. This is infringing upon your rights as residents that bought houses in the bedroom community to maintain the lifestyle that you wanted. It's not our job. And as far as I'm concerned, and my wife's on the town board, I will fight tooth and nails to make sure that this doesn't go through because you deserve your privacy. You deserve what you worked hard for. And this gentleman said that you can't, you can buy a lot of houses in Rotterdam for \$250,000. Somebody wanted to give me \$350,000 for mine. I'll sell it tomorrow. You know what I'm saying? So, I'm here for you.

I think you, you guys own Rotterdam and this board, I'm going to vote no. I don't know how the town board's going to vote, but they should take into consideration. I urge you when this becomes a public hearing with the Town Board, you come out like you are now and show your support against this because it's your homes and your livelihood and your way of life. That's all I have.

Ms. Scannell: Mrs. Flansburg?

Mrs. Flansburg: I've been on this board for quite some time and must have been even predating that property owner. There have been many iterations that have come through here. I have in my mind a former board member that was on here. I think they tried to put multiple apartment buildings on here where there was more building than green space and so this is atypical in that regard.

However, not necessarily to the same vehemence, I do not agree with this particular project because it's two-sided. We sit up here and we're trying to think of the best for our community and although I live on the complete other side of town, even I know Peter Road cannot have significantly more traffic added to it. You cannot get off of it onto Highbridge. But then on the other side, you are going to have new development of the Stewart's and so Highbridge is going to get busier and in a good way, right? We want to encourage business in our community. And then you also have multifamily tends to be a good buffer between business and single family, but I don't think in this case, like it's not a large piece of property. And I know that, similar to what Mr. Collins vehemently said, it's not our responsibility to make that particular property owner money.

I think each time this has come before the board, whatever the makeup of the board has been, it has been to say if you had come with single family homes, it wouldn't be as much of a discussion. There wouldn't be so much dissent coming from here. But with an entrance so close to Highbridge, with multifamily adding more traffic onto Peter Road, I don't agree with this particular project in this location. I think this spot is too difficult to do what you're trying to do, even though it looks, if you put it anywhere else, it looks perfect. I would be like, wow, you actually have more green than building. Having said that, they're absolutely right. If the property on the other side, we'd still have a traffic issue, unless maybe they had an entrance on Highbridge, and we don't need to speculate, but there's much more to deal with, and it's not abutting so many single-family homes that have been there. So, it's close. He's trying, but I just don't think that it's the appropriate place for it. Peter Road has enough issues on its own right now, and I will vote no.

Ms. Scannell: Thank you, Mrs. Flansburg. Well, I think that as a Planning Commission, I probably am the only one that thinks that this project does have merit. I have not been on this Planning Commission. I have not seen a hundred different proposals. So, when I came here tonight, I tried to look at this with fresh eyes for the first time, and to look at things from that lens and through that lens.

While I applaud my fellow Planning Commission members for respecting adjoining property owners' rights, I also have learned this past year just how strongly people feel about property owners' rights. So, I think that we are really working on finding that balance, and we are at some point allowed, all of us, to agree to disagree. This is not a Planning Commission decision. Our report and recommendation will be to the town board, and it will not be by the sounds of it. I'll entertain a motion for the recommendation.

Mr. Collins: Can I make a statement? I would just like to, sometimes I ramble, but I'm here as a Planning Commission member, not as a resident, and my sole purpose is to do my job as a Planning Commission and see projects. I just want to clarify that.

Mr. Valiquette: And what you mean by that is that as your role as a Planning Commission member, you will not have any undue influence in that role on the town board. Is that correct?

Mr. Collins: Right.

Mr. Valiquette: Thank you.

Ms. Scannell: So, I would entertain a motion for a recommendation, which is what we're being asked for, a response and recommendation, so whoever wants to make the motion can make it the way they see fit.

Mr. Collins: I'd like to make the motion as a negative recommendation to the town board, not a positive, but a negative.

Ms. Scannell: We have a motion.

Mr. Calder: I'll second it.

Ms. Scannell: Thank you. Marlo, could you please call the roll.

Ms. Carter: Mr. Collins?

Mr. Collins: Yes.

Ms. Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Ms. Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Ms. Carter: Mr. Calder?

Mr. Calder: Yes.

Ms. Carter: Mr. Signore?

Mr. Signore: Yes.

Ms. Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Ms. Carter: Ms. Scannell?

Ms. Scannell: No.

Motion is carried.

Mr. Steenburgh: Thank you for your input this evening.

Ms. Scannell: Thank you very much.

Thomas Morgan - Day Road

In the last 10 1/2 years I have spoken before the town board and planning commission nine times, which includes past public hearings about this zoning change.

In that time there have been 5 negative recommendations sent to the different town administrations. Yet here we are... again.

Tonight, the 10th time I am speaking of this, I'm going to put aside talk about apartments, condos, traffic, noise, lights, privacy and all the other topics that muddle the heart of the subject of this hearing.

This hearing is about a zoning change, so let's talk about that.

The developer claims this property to be in a "transition" which qualifies it for a zone change. Yet several planning commission members agreed it does not meet the criteria to be a transition.

I looked at NYS documents to see what they had to say about zoning.

The very first thing I found at NYS is this: "Zoning deals basically with land use and not with the person who owns or occupies it."

"the purpose of zoning is to protect property values, control density and provide for the health and welfare of the community".

And further, "any vote for a zoning change, whether it's in conformance with the comprehensive plan or not, the reasons for that vote must include a clear benefit to the community"

"Benefit to the community"; a phrase that is repeated throughout their documents.

"If there is no evidence of any basis supporting a zoning change, then the change should be considered spot zoning."

In reading past town documents regarding this property, I read phrases like "fiscal impact analysis" and "tax benefits" but nothing about a benefit to the community, or the continuity of community character.

In fact, the first time I heard anything about community character was at the last planning commission meeting where several members agreed that the character of this neighborhood is single-family residential.

To allow this spot zoning to occur would be a dangerous precedent to set because once you go there, you never go back. You sent a signal to developers when you allowed a change from residential to business for the Stewarts project.

Now you need to send them a signal that just because they buy property and spend a ton money that they won't always get their way.

Diane Marco

PH #3
1-8-25

From: Al Relation [REDACTED]
Sent: Tuesday, January 7, 2025 6:49 PM
To: Diane Marco; Ronald Schlag
Subject: Peter Road Development

Some people who received this message don't often get email from al.relation@nycap.rr.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rotterdam Town Board

c/o Dianne Marco

RE: Peter Road Condo Development

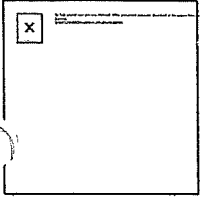
January 7, 2025

Please accept my written support for the approval and development for additional housing choices in Our Town. I understand people living in very close proximity to the proposed development have a NIMBY attitude toward development but that is not fair to the property owner or the rest of the town residents.

The town on both the municipal and school tax base needs to be somehow grown and expanded. This type of development should be seen as an incubator bringing new taxpaying residents to our community, additional tax base and those same people may develop or initiate other businesses or spend their earned income in our community.

Rotterdam does not have major commercial property development generating new revenue such as major shopping venues or automobile sales. We need to develop and culture what we have to offer, a nice safe community with good public education, and reasonable proximity for commuting to many employers in the capital district. Rather than accepting unimaginable property and school tax increases on my single-family homes, I would prefer to see others helping to support our tax base diversifying the burden of increasing town service costs.

Albert A. Relation Jr.



CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: Al Relation <[REDACTED]>
Sent: Tuesday, January 7, 2025 6:49 PM
To: Diane Marco <dmarco@rotterdamny.org>; Ronald Schlag <RSchlag@rotterdamny.org>
Subject: Peter Road Development

Some people who received this message don't often get email from al.relation@nycap.rr.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rotterdam Town Board

c/o Dianne Marco

RE: Peter Road Condo Development

January 7, 2025

Please accept my written support for the approval and development for additional housing choices in Our Town. I understand people living in very close proximity to the proposed development have a NIMBY attitude toward development but that is not fair to the property owner or the rest of the town residents.

The town on both the municipal and school tax base needs to be somehow grown and expanded. This type of development should be seen as an incubator bringing new taxpaying residents to our community, additional tax base and those same people may develop or initiate other businesses or spend their earned income in our community.

Rotterdam does not have major commercial property development generating new revenue such as major shopping venues or automobile sales. We need to develop and culture what we have to offer, a nice safe community with good public education, and reasonable proximity for commuting to many

Diane Marco

From: Al Relation [REDACTED]
Sent: Tuesday, January 7, 2025 7:31 PM
To: Ronald Schlag
Cc: Diane Marco
Subject: RE: Peter Road Development

Some people who received this message don't often get email from al.relation@nycap.rr.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

yes please, and thanks!

Albert Relation Jr.

From: "Ronald Schlag"
To: "Al Relation", "Diane Marco"
Cc:
Sent: Tuesday January 7 2025 7:28:02PM
Subject: RE: Peter Road Development

Thank you Al.

Do you want this read tomorrow?

Ron Schlag, MBA

Town Board Member

Town of Rotterdam

1100 Sunrise Blvd

Schenectady, NY 12306

(518)355-7575 Ext. 393

Cell (518)669-2236

Diane Marco

PH #3
1-8-25

From: kathleen trahan [REDACTED]
Sent: Sunday, January 5, 2025 9:33 PM
To: Diane Marco
Subject: Town board meeting: January 8, regarding 759 Peter Road

You don't often get email from kfiotra200@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: The Members of the Rotterdam town board,

My name is Douglas Fiorillo and I was raised at 1808 Fred Road in Rotterdam. For the last 25 years, my wife, Kathleen Trahan, and I have, in turn, raised our family in that home. We are residents of the Highbridge community. It is a community that goes beyond the streets and plots of land. It is a community of families who love and respect their homes and their neighborhood.

As a taxpayer and a lifelong member of the Highbridge community, I would like to voice my opposition to the proposed building project of 20 condominiums at 759 Peter Road. There is a legitimate concern about the traffic on the corner of Highbridge Road and Peter Road coming off the bridge. At peak traffic times, the traffic often builds on the ramps leading up from 890. With the addition of the Stewarts Shop, traffic will become a bigger problem. Add traffic from the proposed 20 units on that corner and it will likely become a safety issue that will require significant changes in the infrastructure at a cost that will be passed on to the taxpayer.

Our request to the town board is that they leave the Highbridge community zoned as single family residential, so that we can preserve the flavor of our neighborhood. We are not interested in condominiums, townhouses, apartments or additional retail establishments. Since there are numerous places in Rotterdam ripe for development, we question why it is continually pushed on an area that has rejected it for over a decade. Moreover, why did the developer purchase land zoned single family when, as he claims, building single family on that lot is cost prohibitive?

The Highbridge community has been fighting for the integrity of our neighborhood for too many years. It is our hope that, in addition to the rejection of the proposed project at 759 Peter Road, this battle will be resolved with a guarantee that there will be no zoning change in the future.

Respectfully submitted,

Douglas Fiorillo

TOWN OF ROTTERDAM TOWN BOARD MEETING

Wednesday, January 8, 2025 7:00pm

PRIVILEGE OF THE FLOOR AND PUBLIC HEARINGS

YOU MUST SIGN IN IF YOU WOULD LIKE TO SPEAK ONLY

Full Name	Address	Phone #	Subject
✓ Thomas Morgan	1014 Day Rd		Peter Rd Zone Change
✓ Claudia Savoy	1024 Peter Rd		Peter Rd Zone change
Kathy Higgins	1020 Peter Rd		
✓ Rob Schneider	914 Mariaville Rd		Nardini Zone Change #2 PH 2
✓ Natasha McDole	1018 Angelina Rd		Peter Rd
✓ Brenda Toranzo			Peter Rd PH #3
✓ Andy Brick	2 Conroy Ave		P.T. Fine
✓ Safme Knoblauch	1031 Peter Rd		PH #3
✓ Sam Langer	1037 Lucy Rd		PA #3
✓ Steve Zahurak	1070 DAY ROAD		Peter Rd
✓ Cory Beth Doyle	1042 Lucy Road		Peter Rd

Peter Comenzo

From: Nancy Tessitore [REDACTED]
Sent: Tuesday, December 17, 2024 2:26 PM
To: Peter Comenzo
Subject: Change of zone request

I will be unable to be at the Public hearing on January 8, 2025 so I would like to put my vote in AGAINST the proposed zone change and definitely against having 20 condominiums at the corner of Peter Road.

The traffic with a Stewart's that I'm not happy about and then condominiums it will be impossible to get out of Peter Road onto Highbridge!! I like the neighborhood the way it is.

If any changes they should do city septs!! Put the money where it's needed. We have a Stewart's on Hamburg Street and a Cumberland on Community Road!! We don't need 20 Condominiums!!

Nancy Tessitore
867 Peter Road
Sent from my iPhone

Peter Comenzo

From: Kathleen Pierone [REDACTED]
Sent: Wednesday, January 8, 2025 4:00 PM
To: Peter Comenzo
Cc: Mollie Collins; Charles Jack Dodson; Joseph Mastroianni; Teri Gallucci; Ronald Schlag
Subject: REJECT ZONE CHANGE REQUEST HIGHBRIDGE & PETER ROAD CORNER LOT

You don't often get email from kitpier1@icloud.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Comenzo and Town Board Members,

As a home owner in the Highbridge area and in close proximity to the site of the propose construction, I object to any zone change to multiple family residence whether it be for apartments or "potential" condos or any construction that is not single family. I cannot attend the meeting this evening as I have RSV.

This builder had other opportunities to purchase land in R-3 locations and dual commercial residential zoning throughout Rotterdam. In fact, I was selling dual zoned family property in 2014 off Chrisler by the Hamburg Street bridge, which would have been perfect for such construction. There was even a bidding war for the property. It was purchased by a business. The home was eventually destroyed, our adjacent lot deforested and the site is now the home to several boats from a business which abutted our land for several years.

When this Peter Road corner lot was purchased, the builder knew this land was zoned R-1, yet he had other designs for its use. If the community was fine with his zone change, we would not have contested it in 2014, 2015 and all the years in between. The Highbridge area does not want what he is proposing. However, he continues to force his interests upon our neighborhood by insisting some day a "friendly" Town Board will grant him permission to realize his business plans. The audacity of this builder to disregard the will of hundreds of single home owners who have invested in this community for decades.

With both his proposals, the neighborhood would have to trust that his business interest in making a profit with several occupants crowded into a 2 acre living space would not collide with the expense of maintaining the property for decades plus have no negative impact on resources or the community environment for the rest of the R-1 neighborhood with no loss of equity to St. Jude and Angelina Road properties most impacted by the construction of this nature so close to their homes. He has already made the corner lot an eyesore by clearing the land before being authorized to build as he desires.

After building his "potential" condos, he could sell the land to another entity that may have no scruples or regard for the rest of the neighborhood. We'd just be stuck with such construction and ensuing problems of not maintaining the property to equal the quality of the rest of the neighborhood. There is

nothing preventing this builder from selling the lot after the zoning change. The Board cannot guarantee the upkeep of this building proposal. Our residents should not have to be concerned that the Town Board at any point of R-1 ownership will risk the equity in our homes or jeopardize the character of this community by rezoning.

Changing the zoning just for this business has been this builder's mission for over 10 years! What would make this builder believe that he had influence or ability to persuade the Town Board into conceding to his demands year after year? He can develop his condos where the zoning allows. He can simply develop this lot within R-1 use or sell it to another builder who will. Someone wanting to squeeze as many as 20 condos into a 2.4 acre lot can surely figure out how to build 2-3 single residence homes consistent with the neighborhood.

Regardless of his motivations, why should the Town Board further this one builder's business ambitions at the expense of a stable and thriving neighborhood of home owners? It is not inconceivable that once spot zoning is allowed for one lot, the whole neighborhood will be open to any builder with a personal vision to buy any home or several homes to destroy them for the land and use the same rationale to build their multiple family residences. You would be establishing a precedent for the neighborhood that is not warranted or wanted.

My sister lives on Vischer at the Rotterdam/ City line and there are 4 or 5 homes in the past few years that have been vacated with the accompanying neglect of the property and at least one had squatters. I owned a home in the city of Albany for 23 years which succumbed to absentee landlords and neglect of property. Our community is neither scenario. This Highbridge neighborhood has had a highly regarded reputation since my neighbor bought the first lot on spec for \$1 in 1965. Over the years, I personally have had 6 relatives live here prior to my purchase in 2014. People want to live here and can afford it. We have reliable incomes to maintain the neighborhood to a high standard. Our intent is to not have some interloper interject a questionable element into a working formula that has proved beneficial for all the home owners ever since.

Home owners in this area, including myself, purchased our homes in this neighborhood specifically because it had a R-1 zoning. We put our financial savings into purchasing, absorbed the cost of maintaining an attractive property and building equity in our homes. The Town has an obligation to sustain the integrity of R-1 zoning. Approving such rezoning of an R-1 neighborhood request erodes the trust in Town Zoning decisions. Changing the rules "during the game" so to speak. Rotterdam is known as a family friendly community. The Town should support and encourage single family neighborhoods to thrive with continuity.

I do hope Board Members do not feel compelled to favor rezoning this lot to demonstrate Rotterdam as being "business friendly". Rotterdam is very business friendly. There is no justification for changing the R-1 zoning in this instance either. We are not a deteriorating neighborhood where the Town Board needs to act to revitalize the area for the common good. There are no mitigating circumstances to consider. Our neighborhood is not in any state of decline, flux or transition that would require extraordinary action on the part of the Town to make exceptions to our R-1 zoning. There are not scores of vacant houses with boarded up windows blemishing our community and inviting squatters.

It is inherently a disservice of the Board to make a decision for the benefit of one builder or future builders disenfranchising the hundreds of committed R-1 property owners who have been purchasing and maintaining homes in this particular community for over 60 years.

Sincerely,
Kathleen Pierone
1025 Angelina Road
Schenectady, NY 12203

Peter Comenzo

From: Natasha McDole [REDACTED]
Sent: Thursday, January 9, 2025 3:28 PM
To: Peter Comenzo
Subject: Proposed zone change for 759 Peter Rd

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from nmcdoe72@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mr. Comenzo et al,

My name is Natasha McDole. I reside at 1018 Angelina Rd. I attended the Public Town Board Hearing last evening (Jan 8, 2024) regarding the matter referenced in the subject line of this email. I did speak. However, I forgot to pose the following question:

Was a land use impact assessment conducted and provided along with the proposal/ zone change request to the Town Board or Land Planning Commission? If not, will there be one provided in order to facilitate the guidance of a Town Board decision on the matter?

If one was provided, is it something that is available to view by residents that border the property that is subject to the zone change request?

Thank you for your assistance in this matter. I look forward to hearing from you.

Kind regards,
Natasha McDole
[REDACTED]

Brick Law Firm, P.C.

ATTORNEYS AT LAW
2 COMPUTER DRIVE WEST, SUITE 100
ALBANY, NEW YORK 12205
TELEPHONE 518.489.9423
FAX 518.489.9428

ANDREW BRICK, ESQ.

OF COUNSEL
DONALD ZEE, ESQ.
LINDA S. LEARY, ESQ.

LEGAL ASSISTANTS
CHERI A. McGEARY
WENDY E. SHAY

Via: Email and USPS First Class Mail

January 20, 2025

Hon. Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

Re: Request for Re-Zoning-759 Peter Road

Dear Supervisor Collins and Town Board Members,

On behalf of Peter Rd, LLC, Applicant for the above rezoning request, thank you for the opportunity to speak at the recent Public Hearing. Since both Project Engineer Brett Steenburgh and I presented various data points during our presentations, I just wanted to follow up and provide to you the source material for the information we presented.

Pursuant to Institute of Traffic Engineers Trip Generation Manual, 11th Edition, our project will generate a total of 12 vehicle trips in the peak p.m. hour of traffic. This means our project will add 1 vehicle every 5 minutes into the Peter Road intersection. 12 cars an hour will not create any impact upon existing traffic conditions and is far, far less trips than what will be generated by the new Stewarts shop.

As I stated at the hearing, our condominium units will increase property values within the Peter Rd. and Highbridge Rd. area. They will be offered for sale in the \$300,000 to \$350,000 price range. Sales of these condominium units will increase the sales price values for homes in the immediate surrounding neighborhood. Attached you will find data showing that the average sales price in the area was \$271,636 for the last 12 homes sold. It was wrong for the Planning Commission to find that our proposal could negatively impact traffic or reduce property values. Neither one of these conclusions is correct and calls into question the validity of their negative recommendation regarding our rezone request.

At the Public Hearing, I also quoted from your recently enacted Comprehensive Plan. Our project complies with multiple aspects of the goals and recommendations of the Comprehensive Plan. Attached is a copy of the section that I read into the Record.

I would also like to take this opportunity to correct misinformation that appeared in the Daily Gazette regarding who actually owns Peter Road, LLC. The sole member of Peter Road, LLC is Corey Lewandowski, owner of Charlew Builders, Inc., a second generation family owned homebuilding company. Corey was born and raised in the Town of Rotterdam. He raised his 3 daughters in their home that he owned for years on Mariaville Rd and they all attended Schalmont Schools. His company has built hundreds of homes throughout the Town including such well known neighborhoods as Sunrise Estates, Caroline Manor, Becker's Crossing, and Mohawkville Manor. Corey is a well known and extremely well respected member of the Rotterdam business community and has been for decades. A significant number of Rotterdam residents reside in quality homes built by Corey and his family's company. The Daily Gazette apparently confused Corey's company with a company that was his landlord when his office was located in Rotterdam on West Cambell Rd. Corey is the sole person seeking the rezone through his LLC and will be the builder who constructs the Condos. Corey utilizes local sub-contractors who are also well known local Rotterdam companies. Construction of this project would employ local labor and sub-contractors providing much needed job opportunities to Rotterdam Residents. As you likely are aware, the number of building permit applications has steadily decreased in Rotterdam and throughout the Capital District in the last few years. This project is an opportunity to both create and keep jobs in the Town of Rotterdam.

Thank you in advance for your consideration of this additional information as you deliberate upon our rezone request. Thank you as well for your public service to the Town of Rotterdam.

Sincerely,

BRICK LAW FIRM, P.C.

By: _____

Andrew Brick, Esq.

cc: Town Board Members
Corey Lewandowski, Charlew Builders, Inc.
Brett Steenburgh, PE

View Results: 12

Property Type of **Residential**

Shape **active**

Status of **Active, Pending, Contingent - Continue to Show, Closed, Expire**

Off Market Dates

Under Contract Date = 06/01/2023 to 01/02/2025

Sold Date = 06/01/2023 to 01/02/2025

Expiration Date = 06/01/2023 to 01/02/2025

Withdrawal Date = 06/01/2023 to 01/02/2025

Cancel Date = 06/01/2023 to 01/02/2025

Status Change Date between 01/01/2022 and 01/02/2025

Additional Search Options

Pictures

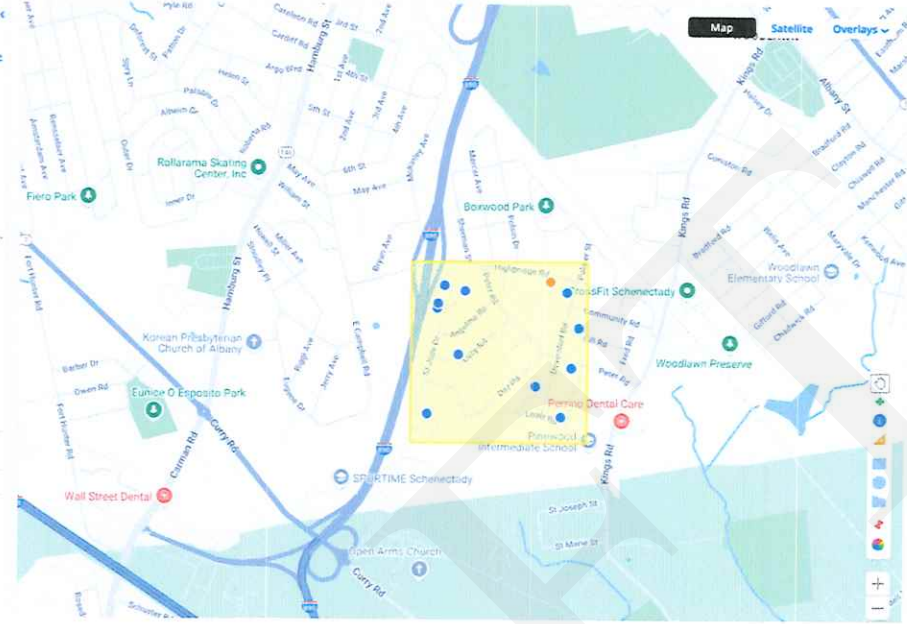
Videos

Documents

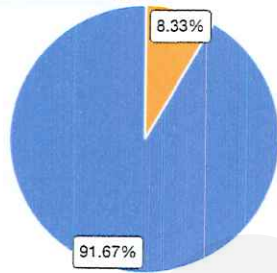
Virtual Tours

Open House Date

Tour of Homes Date



Comparison Statistics



Active	0
Pending	1
Closed	11
Other	0
Total	12

Average, Median, Low and High Statistics

	Bdrms	Baths	Sq. Ft.	Original List Price	List Price	Sold Price	List Price per SqFt	Sold Price per SqFt	Sold / List Ratio*	Sold / Original List Ratio*	DOM	Price Change \$
Average	3.6	1.8	1,404	\$259,067	\$254,567	\$271,636	\$185	\$199	104.12%	102.73%	21	\$-18,000 (-5.2%)
Median	3.5	2	1,421	\$257,450	\$257,450	\$285,000	\$178	\$191	103.77%	103.77%	6	\$-10,000 (-3.01%)
Low	2	1	1,014	\$162,900	\$162,900	\$206,500	\$108	\$141	91.2%	88.6%	3	\$-35,000 (-9.72%)
High	5	3	2,080	\$359,900	\$339,900	\$320,000	\$261	\$271	114.05%	114.05%	98	\$-9,000 (-2.86%)
Volume	-	-	-	\$3,108,800	\$3,054,800	\$2,988,000	-	-	-	-	-	-
Listings	12	12	12	12	12	11	12	11	11	11	12	3

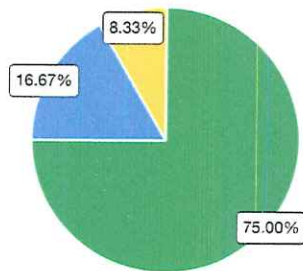
*Listings with ratios below 50% or above 200% are omitted from ratio columns

The average sold price for the properties is \$271,636, with a median of \$285,000. Listings varied from a low sale of \$206,500 to a high of \$320,000, with price reductions averaging -5.2%, and properties typically sold for slightly above their list price. The average days on market is around 21 days.

Comparison Statistics

Days On Market and Sold/List Ratios by Market Time

	0-30 Days	31-60 Days	61-90 Days	91-120 Days	121+ Days
Number of Listings	9	2	-	1	-
% of Total	75.00%	16.67%	-	8.33%	-
Average SP/LP	106.73	100.11	-	91.20	-
Average SP/OLP	106.73	93.79	-	88.60	-



- 0-30 Days
- 31-60 Days
- 61-90 Days
- 91-120 Days
- 121+ Days

Search Results

Draft List saved: 1/10/2025 12:56:44 PM

Results: 12	Selected: 0	Price Status MLS #	Beds	Baths Full	Baths Half	Above Grade Finished Area	Days On Market	Sold Date	Buyer Zip Code	Original List Price	List Price	Current Price	Sold Price
		\$232,000 1052 Louis Road Rochester, NY 12303 Closed / 2023/05/07	2	1	0	1,056	4	08/10/2023	12303	214,900	214,900	232,000	232,000
		\$279,000 1125 50 Jude Drive Rochester, NY 12303 Closed / 2023/07/31	3	1	0	1,014	9	10/03/2023	12303	265,000	265,000	279,000	279,000
		\$292,000 1116 50 Jude Drive Rochester, NY 12303 Closed / 2023/04/02	3	1	0	1,470	5	10/11/2024	12306	295,000	295,000	292,000	292,000
		\$210,000 1145 50 Jude Drive Rochester, NY 12303 Closed / 2023/03/06	3	1	1	1,412	58	05/24/2024	12306	349,900	339,900	310,000	310,000
		\$297,000 1014 Duffley Road Rochester, NY 12303 Closed / 2023/14/54	3	2	0	1,596	4	06/21/2023	14223	279,900	279,900	297,000	297,000
		\$295,000 1129 50 Jude Drive Rochester, NY 12303 Closed / 2023/07/79	3	3	0	2,080	18	11/17/2023	12303	291,000	290,000	295,000	290,000
		\$206,500 1144 Downing Road Rochester, NY 12303 Closed / 2023/04/27	4	1	1	1,080	4	11/22/2023	12010	192,500	192,500	206,500	206,500
		\$216,000 1028 50 Jude Road Schenectady, NY 12302 Closed / 2023/05/79	4	1	1	1,176	7	11/30/2023	12306	209,900	209,900	216,000	216,000

	\$285,000 1033 St Jude Drive Rutherford, NJ 12023 Closed / 2/24/2024	  	4	1	1	1,436	3	05/16/2024	12102	249,900	249,900	285,000	285,000
	\$162,900 1161 Highridge Road Rutherford, NJ 12023 Pending / 2/24/2024	  	4	1	1	1,500	22		12304	162,900	162,900	162,900	
	\$255,500 1203 River Road Schenecks Falls, NY 12023 Closed / 2/23/2024	  	5	2	0	1,386	4	04/25/2023	12118	230,000	230,000	255,500	255,500
	\$320,000 1240 Lark Road Rutherford, NJ 12023 Closed / 2/24/2024	  	5	2	0	1,673	35	04/22/2024	12308	351,900	324,900	320,000	320,000



Recommended Actions – Neighborhoods and Connections

- NC1. Maintain the land use patterns of existing residential neighborhoods to preserve the character of established neighborhoods.
- NC2. Encourage a mix of high-quality residential development in Town with diverse offerings for families of all sizes, income levels, and stages of life.
- NC3. Actively pursue enhancement, revitalization and reinvestment in existing neighborhoods, particularly in older, more established neighborhoods in rural hamlet areas and areas that border the City of Schenectady.
- NC4. Attract high quality housing project proposals offering contemporary amenities and conveniences attractive to people of all ages, such as maintenance-free amenities, multi-modal transportation options, alternative energy solutions, and integration of natural resource feature protection into development plans and ensure these land development projects are constructed to Town requirements.
- NC5. Establish a housing program to update and improve existing homes to maintain the stability of neighborhoods.
- NC6. Use zoning as a tool to incentivize a diverse housing stock. This may include inclusionary zoning, density bonuses or streamlined development review to maintain and increase housing diversity, promote mixed-income neighborhoods and make homeownership more affordable by reducing development costs.
- NC7. Identify which areas of Town may be eligible for grants to assist with housing rehabilitation or to subsidize the cost of affordable housing construction.
- NC8. Continue to enforce building and zoning codes to maintain quality of housing.
- NC9. Provide opportunities for senior housing, assisted living and supportive housing where appropriate.
- NC10. Adopt design guidelines focused on scale, design and density to ensure that new housing is sensitive to surrounding neighborhood context.
- NC11. Identify alternative housing types that allow increased densities, while limiting neighborhood impacts.

Active Industrial Areas

There are several active industrial areas in Town that contribute to the economic growth of the Town and the region. Active industrial areas within the Town include General Electric, areas off Burdeck Street Corridor and the Rotterdam Industrial Park. The industrial activity at these sites helps to create jobs and support the Town's tax base. The intent of this Comprehensive Plan Update with regards to the active industrial areas is to maintain the existing areas, promote economic development, support the local tax base and provide employment opportunities within the community.

CHARLEW BUILDERS, INC.

2 Computer Drive West, Suite 110

Albany, New York 12205

Telephone: 518-355-7083

January 21, 2025

Hon. Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

Re: Request for Re-zoning for 759 Peter Road

Dear Supervisor Collins and Town Board Members,

My name is Corey Lewandowski, and I am the President of Charlew Builders, Inc., a family-owned and operated home-building company founded in Rotterdam, NY. For over 50 years, my family and I have proudly built homes in and around Rotterdam, contributing to generations of safe, thriving communities where families can grow, connect, and create lasting memories.

Both my wife and I were born and raised in Rotterdam, and we decided to raise our three daughters in the same community. All of us attended Schalmont School, and over the years, we've enjoyed being active participants and supporters of local activities—whether coaching sports teams or supporting programs like Girl Scouts, Rotterdam Girls Softball, RC Little League, and the Boys & Girls Club. My commitment to Rotterdam goes beyond just where my business began—it's the community that has shaped the passion I bring to every project. We've always believed in the value of getting involved, and now, as a business, we proudly continue to support and give back to this community for future generations.

While I typically rely on my project team to handle municipal approvals and prefer to remain behind the scenes, I felt it was necessary to address misinformation published in the *Daily Gazette* on Monday, January 20th.

To clarify, I am the sole owner of Peter Road, LLC, which owns 759 Peter Road, and I am the applicant seeking the rezoning. The newspaper incorrectly associated me with PF Management, my former landlord at 141 West Campbell Road, where I previously rented office space for many years. PF Management is not involved in my business endeavors or this project.

Throughout my career as a homebuilder, I have been committed to sourcing and supporting local businesses, contractors, and employees. This dedication to working with the local community has been, and will continue to be, a cornerstone of my approach—including for the Peter Road project.

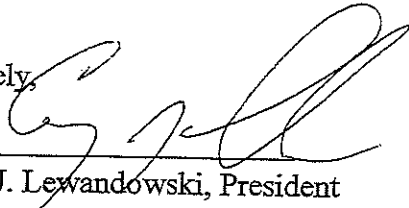
I firmly believe that our proposed condominium development will benefit the town, its residents, and its future. This project is designed to meet the evolving needs of our community by providing maintenance-free living options for those looking to downsize, while also attracting

new residents to Rotterdam. Moreover, the project will generate local construction jobs, stimulate the economy, and expand the town's much-needed tax base.

It is my hope that this project will not only align with the vision for Rotterdam's growth but also enhance our community's reputation as *"nice place to live, and work."* I remain committed to collaborating with the Town Board, local businesses, and residents to ensure this project is a success for all stakeholders.

Thank you for your time and consideration. I welcome the opportunity to meet with you or the community to provide further clarification or address any concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Lewandowski', written over a horizontal line.

Corey J. Lewandowski, President
Charlew Builders, Inc., and
Sole Member of Peter Road, LLC.

cc: Town Board members

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING
Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 12-17-24
Case No. R-35-24
Returned 1-7-25

FROM: ☒ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality:
Town of Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

Received
Schenectady County

ACTION: ☒ Zoning Code/Law Amendment
☒ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☐ Other (specify) _____

DEC 17 2024

Economic Development
and Planning Dept.

PUBLIC HEARING OR MEETING DATE: January 8, 2025

SUBJECT: ⁷⁵⁹ Peter Road LLC – Peter Road. Report and Recommendation to the Town Board on a Change of Zone from Single Family Residential (R-1) to Multi-Family Residential (R-3) for the potential construction of up to 20 condominiums on ±2.41 acres. Engineers: Brett Steenburgh, P.E. PLLC.

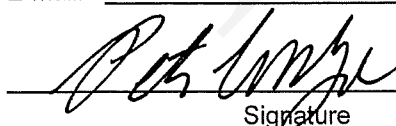
REQUIRED ENCLOSURES:

1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.
2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:
 - ☐ the boundary of any city, village or town;
 - ☐ the boundary of any existing or proposed County or State park or other recreation area;
 - ☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
 - ☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
 - ☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
 - ☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Senior Planner
Address: 1100 Sunrise Boulevard, Schenectady, NY 12306
E-mail: pcomenzo@rotterdamny.org Phone: 518-355-7575 Ext 338


Signature

Date: 12 12 24



PLANNING & ZONING COORDINATION REFERRAL

Case No. R-35-24

Applicant Peter Road, LLC

Referring Officer Peter Comenzo

Municipality Rotterdam

Considerations: Regarding a vacant 2.4 acre parcel, requesting a change in zone from Single Family Residential (R-1) to Multi-Family Residential (R-3) to construct up to 20 condominiums. Located on the southwest corner of the Highbridge Road (CR 48) and Peter Road intersection. Access is proposed via Peter Road. Municipal water and individual septic is proposed.

RECOMMENDATION

Receipt of zoning referral is acknowledged on December 17, 2024. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

- ☐ *Approve of the proposal.
- ☒ Defer to local consideration (No significant county-wide or inter-community impact)
- ☐ Modify/Conditionally Approve. Conditions:

☐ Advisory Note:

☐ Disapprove. Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

12/23/24
Date

Ray Gillen
Ray Gillen, Commissioner
Economic Development and Planning

RESOLUTION NO. 105.25

TO EXTEND THE TERM OF THE ENERGY ADVISORY COMMITTEE

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 amends Resolution 125.23, extending the Town of Rotterdam's Energy Advisory Committee by two (2) months for a new term of March 8, 2023 through May 8, 2025.

SECTION 2. This resolution shall become effective February 12, 2025.

DATED: February 12, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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 4, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Extension of Energy Advisory Committee

TOWN BOARD MEETING: 2/12/2025

Background Information: The Energy Advisory Committee was established by Resolution 125.23 for the period March 8, 2023 to March 8, 2025. The purpose of the committee was to develop code for solar, wind and battery storage.

Evaluation/Analysis: The Energy Advisory Committee has completed solar code and is well on the way to complete battery storage code.

Recommendation(s): Extend the Energy Advisory Committee for two (2) months for the committee to complete their work on the battery storage and wind code. The term of this committee will now be from March 8, 2023 to May 8, 2025.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 125.23

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, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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 **MASTROIANNI**, seconded by Councilmember **DODSON**,

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	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 March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.



Diane M. Marco

Diane M. Marco, Town Clerk