

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

MEETING OF THE  
ROTTERDAM TOWN BOARD  
July 13, 2022  
7:00 pm  
AGENDA REVIEW 6:30 PM

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**SUPERVISOR'S REMARKS:** Supervisor Mollie A. Collins

**EXECUTIVE SESSION**

**PROCLAMATIONS/PRESENTATIONS**

**PUBLIC HEARING**

**PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:**

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

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

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

## **INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS**

### **MOTIONS**

### **RESOLUTIONS**

**203.22** To appoint a Clerk.

**204.22** To appoint a Senior Department of Public Works Specialist.

**205.22** To appoint a Senior Account Specialist.

**206.22** To amend resolution 180.22 of the year 2022.

**207.22** To approve budget transfers to the 2022 budget.

**208.22** To supersede resolution 36.22 to recognize and adopt IRS increase in reimbursement rate for mileage.

**209.22** To accept and award bid contract for Grinding and Removal of Brush, Yard Waste and Wood.

**210.22** To authorize purchase of Sodium Hexametaphosphate.

**211.22** To authorize the Supervisor to execute a third amendment to an engineering consultant agreement with Greenman-Pedersen Inc.(GPI).

**212.22** To authorize an agreement with Colliers Engineering.

**213.22** To authorize change order No. 1 on the C contract and the E contract for sewer district 7, extension 2.

**214.22** To establish a 2022 operating budget for special drainage district #1.

**215.22** To accept revenue for town clerk's office for June 2022.

**216.22** To accept Town Board Meeting minutes from the June 8, 2022 meeting.

**217.22** To authorize the Supervisor to execute all documents regarding the termination of agreement with the DEC regarding the property at 1220 Main Street Rotterdam Junction.

**218.22** To authorize the Supervisor to sign a letter to NYS Environmental Facilities Corporation-4<sup>th</sup> Street pump station.

**219.22** To amend resolution 174.22 regarding purchase of chlorine gas.

**220.22** To authorize a settlement of litigation in Putorti v. Town of Rotterdam.

**221.22** To recognize the introduction of introductory local law No. 6 of 2022 to amend chapter 188 of the town code relating to noise and scheduling a public hearing thereon.

**222.22** To authorize execution of releases of claims to fee ownership and the acceptance of permanent easements along two areas of certain real property adjacent to a portion of Parklawn Avenue.

**223.22** To schedule a special meeting of the Town Board on July 20, 2022.

**224.22** To schedule a special meeting of the Town Board on July 27, 2022.

## **LIAISON REPORTS**

## **MISCELLANEOUS**

## **EXECUTIVE SESSION**

## **ADJOURNMENT**

**Mollie A. Collins, Supervisor**

**RESOLUTION NO. 203.22**

**TO APPOINT A CLERK**

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_, seconded by  
Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Lisa Schaap of Rotterdam New York is hereby appointed to the position of Clerk, full time, provisional, with full time employee benefits, and subject to pre-employment background checks, at an annual salary of thirty-eight thousand three hundred seventy-three and 79/100 (\$38,373.79) dollars, commencing July 18, 2022.

**SECTION 2.** This resolution shall become effective July 13, 2022.

**DATED:** July 13, 2022

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

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

**DATE: July 5, 2022**

**TO: Mollie A. Collins, Supervisor**

**FROM: Diane M. Marco, Town Clerk**

**TITLE OF LEGISLATIVE REQUEST: Appoint Lisa Schaap to the position of Clerk**

**TO BE PLACED ON TOWN BOARD AGENDA OF: July 13, 2022**

**TO BE PLACED ON TOWN BOARD MEETING OF: July 13, 2022**

Background Information: The Town Supervisor and Town Clerk did an extensive interview process with several applicants.

Evaluation/Analysis: The Town Clerk's office is in need of a Clerk to fill the position due to a previous employee resigning.

Recommendation(s): To hire Lisa Schaap

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**

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

ORIGINAL



## Schenectady County

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

### APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received \_\_\_\_\_ Approved \_\_\_\_\_

Conditional \_\_\_\_\_ Disapproved \_\_\_\_\_

CIVIL SERVICE DEPT.  
USE ONLY

1. \_\_\_\_\_  
POSITION TITLE EXAM NUMBER

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

2. Name and Legal Residence  
Last Name First Name Middle Initial  
Schaap Lisa A

Street Address or Road R.D. # or P.O. Box #  
Schenectady, Rotterdam NY 12306  
County City, Town, Village State Zip

Home Phone Number \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

If mailing address is different:

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

Social Security Number \_\_\_\_\_

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) \_\_\_\_\_

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

|                 | Name        | Years | Months |
|-----------------|-------------|-------|--------|
| State of:       | NY          |       |        |
| County of:      | Schenectady |       |        |
| Village of:     |             |       |        |
| Town of:        | Rotterdam   |       |        |
| City of:        |             |       |        |
| School District |             |       |        |

#### 5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

|                                 |                                                                     |
|---------------------------------|---------------------------------------------------------------------|
| License #:                      | _____                                                               |
| Restrictions:                   | _____                                                               |
| Expiration Date:                | 1-10-28                                                             |
| Endorsements:                   | _____                                                               |
| Class of License:               | D                                                                   |
| Is this License Currently Valid | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |

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

|                                                                                                                                                                                                                                                                                                                                                               | YES | NO |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Have you ever served in the Armed Forces of the United States?<br>(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes). |     | X  |
| Did you serve in the Armed Forces during any of the following periods:                                                                                                                                                                                                                                                                                        |     | X  |
| February 28, 1961 – May 7, 1975                                                                                                                                                                                                                                                                                                                               |     | X  |
| August 2, 1990 – end of hostilities                                                                                                                                                                                                                                                                                                                           |     | X  |
| *Lebanon: June 1, 1983 – December 1, 1987                                                                                                                                                                                                                                                                                                                     |     | X  |
| *Granada: October 23, 1983 – November 21, 1983                                                                                                                                                                                                                                                                                                                |     | X  |
| *Panama: December 20, 1989 – January 31, 1990                                                                                                                                                                                                                                                                                                                 |     | X  |
| *Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.                                                                                                                                                                         |     | X  |
| Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?                                                                                                                                                                         |     | X  |
| Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.                                                                                                                                                                 |     | X  |
| After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?                                                                                                                                            |     | X  |
| Are you currently a resident of New York State?                                                                                                                                                                                                                                                                                                               | X   | X  |

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

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

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

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

| High School                                                                                              |                           |               |                        |                   |                                                          |                                  |
|----------------------------------------------------------------------------------------------------------|---------------------------|---------------|------------------------|-------------------|----------------------------------------------------------|----------------------------------|
| Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma? |                           |               |                        |                   | YES <input type="checkbox"/> NO <input type="checkbox"/> |                                  |
| If Yes, Name and Location of High School or Issuing Government Authority:                                |                           |               |                        |                   |                                                          |                                  |
| Equivalency Diploma Number:                                                                              |                           |               |                        |                   |                                                          |                                  |
|                                                                                                          |                           |               |                        |                   |                                                          |                                  |
| College, University, Professional or Technical School                                                    |                           |               |                        |                   |                                                          |                                  |
| Name of School                                                                                           | Number of College Credits | Degree Earned | Major Subject/ Courses | Did You Graduate? |                                                          | Date Degree Expected or Received |
|                                                                                                          |                           |               |                        | Yes               | No                                                       |                                  |
|                                                                                                          |                           |               |                        |                   |                                                          |                                  |
|                                                                                                          |                           |               |                        |                   |                                                          |                                  |
|                                                                                                          |                           |               |                        |                   |                                                          |                                  |
|                                                                                                          |                           |               |                        |                   |                                                          |                                  |

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

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

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

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

**THIS AFFIRMATION MUST BE COMPLETED**

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

Lisa Schaap  
Signature of Applicant

LISA Schaap  
Print Name

6-17-22  
Date

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

# Lisa Schaap

Schenectady, NY 12306  
[REDACTED]  
[REDACTED]

## Work Experience

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### **Administrative Assistant/Receptionist**

Trauring Law Firm - Schenectady, NY  
[REDACTED]

- Processed the mail
- Took care of money transactions
- Made appointments with the clients
- Completed intakes for Social Security and Comp
- Answered and directed phone calls

### **Teachers Aid**

Van Corlaer School - Schenectady, NY  
[REDACTED]

- Aided teacher in classroom of 22 fourth and fifth graders during school hours.
- Closely monitored children in classroom, lunchroom and playground to ensure well-being and safety.
- Cleaned and stocked cafeteria before and after meals to provide a healthy environment for the children while keeping dietary needs and restrictions in mind.
- Functioned as liaison between teachers and principal to bring important concerns to their attention.

### **Doctors/Administrative Assistant**

Podiatry Associates - New York, NY  
[REDACTED]

Niskayuna, New York

- Greeted all patients coming into office before checking them in for their appointments.
- Answered phones to assist with incoming calls to schedule appointments or transfer patients to other lines when necessary.
- Ensured that examination room was sterile and ready for patients which included prepping of patient for doctor and ordered supplies to restock when needed.
- Confidentially pulled patient records and charts to prepare for scheduled appointments and placed them back in alphabetical order after visits.

### **Receptionist**

Delorenzo Law Firm - Schenectady, NY  
[REDACTED]

- Responded to calls and messages left on multi-line phone system and transferred clients to appropriate attorneys.
- Received faxes and e-mails concerning important confidential information and scanned into system and then forwarded on to attorney.

- Provided a warm and friendly environment for attorneys and clients by providing excellent customer service.

### **Medical Doctor/Obstetrician and Gynecologist**

Dr. Dropkin - Albany, NY  
[REDACTED]

- Functioned as receptionist until being promoted to Office Manager.
- Answered phones, scheduled appointments, recorded messages and transferred calls when needed.
- Confirmed appointments with patients after guaranteeing a full schedule for each doctor.
- Completed meeting agendas and took notes of important happenings to promote a consistent work environment.

## **Education**

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### **High school diploma**

## **Skills**

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- RECEPTIONIST (10+ years)
- CUSTOMER SERVICE (10+ years)
- RETAIL SALES (2 years)
- DETAIL ORIENTED (Less than 1 year)
- TEAM PLAYER (10+ years)
- Teacher Aide
- Teacher Assistant
- Dental office experience
- Front desk
- Dental receptionist
- Medical receptionist
- EMR Systems
- Insurance Verification
- Medical Scheduling
- Medical Billing
- Medical Office Experience
- Medical Records
- Clerical Experience
- Medical Terminology

## **Certifications and Licenses**

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### **Driver's License**

## Additional Information

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### Qualifying Skills

- Exceptional team player also can work independently
- Strong customer service skills
- Extremely organized and detail oriented
- Enjoys working in fast paced environment
- Able to meet deadlines and works well under pressure
- Passionate about carrying myself in a professional manner.

**NOTICE**  
(As of June 6, 2022)

**POSITION OPENING**

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

| <u>Job Title</u> | <u>Compensation</u> |
|------------------|---------------------|
| Clerk            | \$ 38,373.79        |

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

A certified usable eligible list currently exists for this job title within the Schenectady County Civil Service Commission and therefore the Town is required to hire off the list until the list has been exhausted.

Location:  
Town of Rotterdam

Qualifications:  
See attached Civil Service Job Description.

Possession of a New York State Driver's License, which must be maintained throughout duration of appointment. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at <https://rotterdamny.org/blob/form-files.ashx?ID=2072>. Application forms must be filed with the Town Supervisor's Office no later than close of business on **June 17, 2022**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to [Supervisor@rotterdamny.org](mailto:Supervisor@rotterdamny.org).

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

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

**Post this notice in all Town Buildings and Departments**

## CLERK

### DISTINGUISHING FEATURES OF THE CLASS:

This position involves responsibility for independently performing routine clerical work and/or assisting in performing more difficult and responsible clerical work. Employees must exercise independent judgement in applying detailed instructions to assignments. This position may be responsible for utilizing a micro-computer, remote computer terminal or similar computer equipment in the performance of daily work-related tasks. Direct supervision is received from a higher-level clerical or administrative staff with detailed instructions given for new or difficult assignments. The incumbent does related work as required.

### TYPICAL WORK ACTIVITIES:

Sorts, indexes and files mail, bills, requisitions, ledger cards and other material;  
 Pulls material from files, makes simple file searches and maintains a variety of records;  
 Issues and records applications; licenses, permits, etc.;  
 Answers telephone and gives out routine information or relieves at switchboard;  
 Maintains attendance and payroll records;  
 May operate a mimeograph, photostat, calculator, computer equipment or other office equipment in the performance of daily work-related tasks;  
 Makes entries on control cards or other records from original sources;  
 Makes arithmetical computations and compiles simple statistical reports;  
 Performs a variety of related tasks as required.

### FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Working knowledge of office terminology, procedures and equipment; working knowledge of business arithmetic and English; ability to understand and follow oral and written instructions; ability to write legibly; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS:

- A. Graduation from high school or possession of a high school equivalency diploma;  
     OR
- B. One year of clerical experience.

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

Revised  
 csc 08/11/92  
 06/14/94

**RESOLUTION NO. 204.22**

**TO APPOINT A SENIOR DEPARTMENT OF PUBLIC WORKS SPECIALIST**

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Lisa Gallo, of Rotterdam New York 12306, is hereby appointed and promoted to the position of Senior Department of Public Works Specialist, full time, with full employee benefits, with an annual salary of fifty-six thousand, seven hundred twenty-four and 09/100 dollars(\$56,724.09) effective July 13, 2022;

**SECTION 2.** This resolution shall become effective July 13, 2022

**DATED:** July 13, 2022

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

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: June 28, 2022

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: To appoint a Senior DPW Specialist

TOWN BOARD MEETING: To be placed on the Town Board Meeting of July 13, 2022.

Background Information: Ms. Lisa Gallo has been a town employee since 2003. From her years working in the Department of Public Works she has valuable knowledge concerning many projects, both past and present, within the town.

Evaluation/Analysis: As Lisa Gallo continued her service to the Town of Rotterdam, the scope of work that she performed increased. She was knowledgeable in many fields including zoning, building and planning. The duties that she performs fit the description of Senior DPW Specialist.

Recommendation(s): To promote Lisa Gallo to the title of Sr. DPW Specialist.

Attachment/Document(s): Civil Service Application and Scope of Duties.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**NOTICE**  
(As of June 13, 2022)

**PROMOTIONAL**

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

|                              |                                 |
|------------------------------|---------------------------------|
| <u>Job Title</u>             | <u>Second Step Compensation</u> |
| <b>Senior DPW Specialist</b> | <b>\$ 56,724.09</b>             |

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

A certified usable eligible list currently exists for this job title within the Schenectady County Civil Service Commission and therefore the Town is required to hire off the list until the list has been exhausted.

**Location:**  
Town of Rotterdam

**Qualifications:**  
See attached Civil Service Job Description.

Possession of a New York State Driver's License, which must be maintained throughout duration of appointment. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at <https://rotterdamny.org/blob/form-files.ashx?ID=2072>. Application forms must be filed with the Town Supervisor's Office no later than close of business on **June 24, 2022**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to [Supervisor@rotterdamny.org](mailto:Supervisor@rotterdamny.org).

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

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

**Post this notice in all Town Buildings and Departments**

## SENIOR DEPARTMENT OF PUBLIC WORKS SPECIALIST

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for planning, organizing, promoting and overseeing a variety of Department of Public Works programs and activities to ensure compliance with all Federal, State and Town Codes. The incumbent maintains compliance with all procedures and provides support to the Director of Public Works. Work is performed under the general supervision of the Public Works Coordinator. Supervision of others is not a part of this job. Does related work as required.

### **TYPICAL WORK ACTIVITIES:**

- Manages the processing of Planning and Zoning applications including subdivisions, zoning changes, site plans, and waivers;
- Manages the calculation of water, sewer and out-of-district billing and database maintenance;
- Oversees property record changes with the Town Assessor regarding changes to existing and the addition of new water and sewer units;
- Manages and coordinates public works processes, project review and project management throughout planning, design and bidding;
- Assists Senior Planner with all aspects of Planning and Zoning;
- Acts as Flood Plain Manager for the Town of Rotterdam;
- Acts as Hazard Mitigation Officer for the Town of Rotterdam;
- Attends meetings and reports on such activities;
- Directs and coordinates projects for compliance with appropriate departmental standards, ordinances, rules and regulations of various permitting agencies;
- Coordinates with engineers in the completion of grant applications;
- Ensures compliance with land development policies and procedures;
- Prepares information and reports to Town residents, contractors, department heads, and regulatory agencies;
- Reviews and verifies accuracy of right-of-way and easement legal descriptions; \* Acts as department representative as needed by the Department Head;
- Coordinates and conducts pre-construction conferences;
- Coordinates capital improvement project bid documents from design to award;
- Oversees the processing of departmental invoices;
- Oversees the training of departmental staff;
- Operates a personal computer and utilizes a variety of software relative to the work performed including word processing, spreadsheet and database software;
- Performs a variety of related tasks as required.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Thorough knowledge of department programs, policies and procedures; Thorough knowledge of land development review processes; Thorough knowledge of construction methods and techniques; Thorough knowledge of local management practices and procedures; Thorough knowledge of modern construction standards and related ordinances, rules and regulations; Ability to manage projects independently; Ability to present ideas effectively both orally and in writing; Ability to establish and maintain effective working relationships with contractors, the general public and associates; Ability to provide interdepartmental coordination; Ability to operate standard office equipment.

MINIMUM QUALIFICATIONS:

- A. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree and six (6) years of experience in engineering, construction, planning or a related field; OR
- B. Graduation from a regionally accredited or New York State registered college with an Associate's degree and eight (8) years of experience in engineering, construction, planning or a related field; OR
- C. Graduation from high school or possession of a high school equivalency diploma and ten (10) years of experience in engineering, construction, planning or a related field; OR
- D. An equivalent combination of training and experience as defined by the limits of (A), (B), and (C) above.

SPECIAL REQUIREMENT: Possession of a valid NYS driver license, and retention of such license throughout the tenure of employment.

Adopted  
CSC 04/19/22

JC: Competitive

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



# Schenectady County

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

## APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Senior Dept of Public Works Specialist  
POSITION TITLE EXAM NUMBER

Date Received \_\_\_\_\_ Approved \_\_\_\_\_

Conditional \_\_\_\_\_ Disapproved \_\_\_\_\_

RECEIVED

JUN 22 2022

Town of Rotterdam  
SUPERVISORS OFFICE

CIVIL SERVICE DEPT.  
USE ONLY

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

### 2. Name and Legal Residence

Gallo Lisa R  
Last Name First Name Middle Initial

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

County City, Town, Village State Zip

Home Phone Number Cell Phone

Email Address

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number

### 3. Police Officer & Firefighter Candidates Only:

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

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

|                  | Name        |
|------------------|-------------|
| State of:        | New York    |
| County of:       | Schenectady |
| Village of:      |             |
| Town of:         | Rotterdam   |
| City of:         | Schenectady |
| School District: | Mohonasen   |

### 5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

|                                 |                                                                     |
|---------------------------------|---------------------------------------------------------------------|
| License #:                      |                                                                     |
| Restrictions:                   | Corrective lenses                                                   |
| Expiration Date:                | 08/14/2025                                                          |
| Endorsements:                   | None                                                                |
| Class of License:               | DM                                                                  |
| Is this License Currently Valid | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |

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

|                                                                                                                                                                                                                                                                                                                                                               | YES | NO |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Have you ever served in the Armed Forces of the United States?<br>(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes). |     |    |
| Did you serve in the Armed Forces during any of the following periods:                                                                                                                                                                                                                                                                                        |     |    |
| February 28, 1961 – May 7, 1975                                                                                                                                                                                                                                                                                                                               |     |    |
| August 2, 1990 – end of hostilities                                                                                                                                                                                                                                                                                                                           |     |    |
| *Lebanon: June 1, 1983 – December 1, 1987                                                                                                                                                                                                                                                                                                                     |     |    |
| *Granada: October 23, 1983 – November 21, 1983                                                                                                                                                                                                                                                                                                                |     |    |
| *Panama: December 20, 1989 – January 31, 1990                                                                                                                                                                                                                                                                                                                 |     |    |
| *Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.                                                                                                                                                                         |     |    |
| Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?                                                                                                                                                                         |     |    |
| Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.                                                                                                                                                                 |     |    |
| After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?                                                                                                                                            |     |    |
| Are you currently a resident of New York State?                                                                                                                                                                                                                                                                                                               |     |    |

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

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

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

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

| High School                                                                                              |                           |               |                        |                                           |    |                                                                     |
|----------------------------------------------------------------------------------------------------------|---------------------------|---------------|------------------------|-------------------------------------------|----|---------------------------------------------------------------------|
| Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma? |                           |               |                        |                                           |    | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| If Yes, Name and Location of High School or Issuing Government Authority:                                |                           |               |                        | Draper High School<br>Rotterdam, NY 12306 |    |                                                                     |
| Equivalency Diploma Number:                                                                              |                           |               |                        |                                           |    |                                                                     |
| College, University, Professional or Technical School                                                    |                           |               |                        |                                           |    |                                                                     |
| Name of School                                                                                           | Number of College Credits | Degree Earned | Major Subject/ Courses | Did You Graduate?                         |    | Date Degree Expected or Received                                    |
|                                                                                                          |                           |               |                        | Yes                                       | No |                                                                     |
| Russell Sage College<br>Troy NY 12180                                                                    | 126                       | BS            | Elementary Ed          | X                                         |    |                                                                     |
| College of St. Rose<br>Albany NY                                                                         | 30                        | M.S           | Early Childhood Ed     | X                                         |    |                                                                     |
|                                                                                                          |                           |               |                        |                                           |    |                                                                     |
|                                                                                                          |                           |               |                        |                                           |    |                                                                     |

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

|                                            |                           |                                                                                                                                                 |                                        |
|--------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Length of Employment</b>                |                           | Firm Name:                                                                                                                                      | Town of Rotterdam                      |
| From:                                      |                           | Firm Address:                                                                                                                                   | 1100 Sunrise Blvd Schenectady NY 12306 |
| To:                                        |                           | <b>Description of Duties:</b>                                                                                                                   |                                        |
| Month/Year (mm/yyyy)                       |                           | Manage and coordinate public works process, project review and management throughout the planning, design & building                            |                                        |
| <b>Employment Details</b>                  |                           | Direct & coordinate projects for zoning compliance, departmental standards, ordinances, rules & regulations                                     |                                        |
| Your Exact Title:                          | DPW Specialist            | Various permitting agencies                                                                                                                     |                                        |
| Name of Your Supervisor:                   | James Keith               | Provide information to associates, developers, contractors                                                                                      |                                        |
| Supervisor's Title:                        | SC Bldg Inspector         | General public                                                                                                                                  |                                        |
| Hours worked / wk. (exclusive of overtime) | 35                        | Assist Senior Planner with all aspects of planning                                                                                              |                                        |
| Reason for Leaving:                        | N/A                       | Manage/Train the overseeing, calculation & maintenance of databases on water, sewer, out of district billing and supply information to Assessor |                                        |
| Other title held: Typist                   |                           |                                                                                                                                                 |                                        |
| Account Clerk/Typist                       |                           |                                                                                                                                                 |                                        |
| <b>Length of Employment</b>                |                           | Firm Name:                                                                                                                                      | Graybar Electric Company               |
| From:                                      |                           | Firm Address:                                                                                                                                   | 229 Church Street Albany NY            |
| To:                                        |                           | <b>Description of Duties:</b>                                                                                                                   |                                        |
| Month/Year (mm/yyyy)                       |                           | Assist and process customer orders                                                                                                              |                                        |
| <b>Employment Details</b>                  |                           | Quote state Projects                                                                                                                            |                                        |
| Your Exact Title:                          | Customer Ser. Rep         | Assist Branch Administrator & Financial Manager w/ Billing                                                                                      |                                        |
| Name of Your Supervisor:                   | Don Scott                 | Mail, data entry, cash sales, research issues                                                                                                   |                                        |
| Supervisor's Title:                        | Secretary of Customer Ser | Draft letters & tables for tracking utilizing microsoft excel                                                                                   |                                        |
| Hours worked / wk. (exclusive of overtime) | 40                        |                                                                                                                                                 |                                        |
| Reason for Leaving:                        |                           |                                                                                                                                                 |                                        |
| Other Title: Receptionist                  |                           |                                                                                                                                                 |                                        |
| Company Downsized                          |                           |                                                                                                                                                 |                                        |

|                                               |                                           |                                                                                                                                                                                                                                                                    |                          |
|-----------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Length of Employment</b>                   |                                           | Firm Name:                                                                                                                                                                                                                                                         | Various School Districts |
| From:                                         | [Redacted]                                | Firm Address:                                                                                                                                                                                                                                                      | Various                  |
| To:                                           | [Redacted] /yyyy)<br>Month/Year (mm/yyyy) | <b>Description of Duties:</b><br>Interpret, teach and develop lesson plans<br>Created learning centers and bulletin boards<br>Utilize classroom management techniques<br>Communicate with staff and parents<br>Assist teachers with assessment of student progress |                          |
| <b>Employment Details</b>                     |                                           |                                                                                                                                                                                                                                                                    |                          |
| Your Exact Title                              |                                           | Substitute Teacher                                                                                                                                                                                                                                                 |                          |
| Name of Your Supervisor                       |                                           | Principals - vary                                                                                                                                                                                                                                                  |                          |
| Supervisor's Title                            |                                           | Principals                                                                                                                                                                                                                                                         |                          |
| Hours worked / wk.<br>(exclusive of overtime) |                                           | 28-35                                                                                                                                                                                                                                                              |                          |
| Reason for Leaving                            |                                           | Other title: Long Term Substitute Teacher                                                                                                                                                                                                                          |                          |
| Wanted Full Time Position w/ benefits         |                                           |                                                                                                                                                                                                                                                                    |                          |
| <b>Length of Employment</b>                   |                                           | Firm Name:                                                                                                                                                                                                                                                         | Ground Round             |
| From:                                         | [Redacted]                                | Firm Address:                                                                                                                                                                                                                                                      | Central Avenue Albany NY |
| To:                                           | [Redacted] /yyyy)<br>Month/Year (mm/yyyy) | <b>Description of Duties:</b><br>Process guest orders through verbal, data entry and manual communication<br>Clean/prepare dining and kitchen areas<br>Shift Supervise Wait Staff<br>Dishes                                                                        |                          |
| <b>Employment Details</b>                     |                                           |                                                                                                                                                                                                                                                                    |                          |
| Your Exact Title                              |                                           | Server/Trainer                                                                                                                                                                                                                                                     |                          |
| Name of Your Supervisor                       |                                           | Peter Frangie                                                                                                                                                                                                                                                      |                          |
| Supervisor's Title                            |                                           | Manager                                                                                                                                                                                                                                                            |                          |
| Hours worked / wk.<br>(exclusive of overtime) |                                           | 28-35                                                                                                                                                                                                                                                              |                          |
| Reason for Leaving                            |                                           | Other titles held!                                                                                                                                                                                                                                                 |                          |
| Hostess                                       |                                           |                                                                                                                                                                                                                                                                    |                          |
| Wanted Full Time Position w/ benefits         |                                           |                                                                                                                                                                                                                                                                    |                          |

**THIS AFFIRMATION MUST BE COMPLETED**

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

Lisa R. Gallo  
Signature of Applicant

Lisa R. Gallo  
Print Name

6/22/22  
Date

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

**RESOLUTION NO. 205.22**

**TO APPOINT A SENIOR ACCOUNT SPECIALIST**

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Dawn Wiggin, of Rotterdam New York 12306, is hereby appointed and promoted to the position of Senior Account Specialist, full time, with full employee benefits, with an annual salary of fifty-six thousand, nine hundred thirteen and 30/100 dollars(\$56,913.30) effective July 13, 2022

**SECTION 2.** This resolution shall become effective July 13, 2022

**DATED:** July 13, 2022

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

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: June 28, 2022

TO: Town Board

FROM: Mollie A. Collins

TITLE OF REQUEST: To appoint a Senior Account Specialist

TOWN BOARD MEETING: To be placed on the Town Board Meeting of July 13, 2022.

Background Information: Dawn Wiggin has been a town employee since 2001. In the absence of the town comptroller and with the financial consultant called to active duty, Dawn performed tasks that would have fallen under their job titles.

Evaluation/Analysis: Dawn Wiggin has incorporated duties into her job that exceed the scope of work required under her civil service title. The duties that she performs fit the description of Sr. Account Specialist.

Recommendation(s): To promote Ms. Dawn Wiggin to the title of Senior Account Specialist.

Attachment/Document(s): Civil Service Application/Scope of Duties

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**NOTICE**  
(As of June 13, 2022)

**PROMOTIONAL**

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

|                                  |                                 |
|----------------------------------|---------------------------------|
| <u>Job Title</u>                 | <u>Second Step Compensation</u> |
| <b>Senior Account Specialist</b> | <b>\$ 56,913.30</b>             |

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

A certified usable eligible list currently exists for this job title within the Schenectady County Civil Service Commission and therefore the Town is required to hire off the list until the list has been exhausted.

**Location:**  
Town of Rotterdam

**Qualifications:**  
See attached Civil Service Job Description.

Possession of a New York State Driver's License, which must be maintained throughout duration of appointment. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at <https://rotterdamny.org/blob/form-files.ashx?ID=2072>. Application forms must be filed with the Town Supervisor's Office no later than close of business on **June 24, 2022**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to [Supervisor@rotterdamny.org](mailto:Supervisor@rotterdamny.org).

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

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

**Post this notice in all Town Buildings and Departments**

### SENIOR ACCOUNT SPECIALIST

**DISTINGUISHING FEATURES OF THE CLASS:** This position involves responsibility for posting, computing, verifying and maintaining financial accounts and records. This position differs from that of Account Clerk because of the degree of responsibility involved. An employee in this class also performs a variety of related clerical and data entry duties. The work is performed under general supervision of a higher ranking employee, permitting leeway for the exercise of independent judgment in carrying out the details of the work. Direct supervision may be exercised over one or more clerical employees. Performs related work as required.

#### **TYPICAL WORK ACTIVITIES:**

- Using specific accounting program software, posts to journal or ledger accounts from vouchers, payrolls, purchase orders, allotment schedules, receipts and other original entry media;
- Prepares statistical accounting reports, compiles statistical data;
- Reconciles accounts and statements, tracks budget changes, revenues, expenses and journal entries to subsidiary ledger;
- Compiles payroll data, prepares and checks payroll;
- Reviews and checks account keeping records and reports for arithmetical and clerical accuracy;
- Audits varied accounts, claims and records the preparation or related reports;
- Assists in budget development, projection of expenditures and revenue estimates;
- Maintains vehicle and property insurance schedules and assists with the allocation and payment of premiums;
- Processes semi-annual Serial Bond principal and interest payments and Bond Anticipation Note payments;
- Assists with the investment and management of idle operating, special revenue, capital project, and reserve account cash;
- Performs a variety of related tasks as required.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Thorough knowledge of modern methods of keeping and reviewing financial accounts and records; good knowledge of office terminology, procedures and equipment; working knowledge of Business Arithmetic and English; ability to understand and follow oral and written instructions; ability to make arithmetic computations rapidly and accurately; ability to write legibly.

#### **MINIMUM QUALIFICATIONS:**

- A. Graduation from a regionally accredited or New York State registered college with an Associate's degree in Accounting, Business Administration or a related field and four (4) years of experience in maintaining financial accounts and records; OR

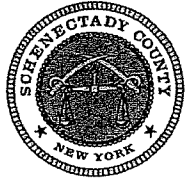
- B. Graduation from high school or possession of a high school or possession of a high school equivalency diploma and six (6) years of experience as defined in (A) above;  
OR
- C. An equivalent combination of training and experience as defined by the limits of (A) and (B) above.

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

Adopted  
CSC 04/19/22

JC: Competitive

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



## Schenectady County

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

### APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Senior Account Specialist

POSITION TITLE

EXAM NUMBER

Date Received \_\_\_\_\_ Approved \_\_\_\_\_

Conditional \_\_\_\_\_ Disapproved \_\_\_\_\_

RECEIVED

JUN 14 2022

Town of Rotterdam  
SUPERVISORS OFFICE

CIVIL SERVICE DEPT.  
USE ONLY

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

#### 2. Name and Legal Residence

Wiggin Dawn M

Last Name First Name Middle Initial

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

County City, Town, Village State Zip

Home Phone Number Cell Phone:

Email Address: jbella9@yahoo.com

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number

#### 3. Police Officer & Firefighter Candidates Only:

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

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

|                 | Name        | Years | Months |
|-----------------|-------------|-------|--------|
| State of:       | New York    |       |        |
| County of:      | Schenectady |       |        |
| Village of:     |             |       |        |
| Town of:        | Rotterdam   |       |        |
| City of:        |             |       |        |
| School District | Mohonasen   |       |        |

#### 5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

|                                 |                                                          |
|---------------------------------|----------------------------------------------------------|
| License #:                      |                                                          |
| Restrictions:                   |                                                          |
| Expiration Date:                |                                                          |
| Endorsements:                   |                                                          |
| Class of License:               |                                                          |
| Is this License Currently Valid | YES <input type="checkbox"/> NO <input type="checkbox"/> |

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

|                                                                                                                                                                                                                                                                                                                                                               | YES | NO |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Have you ever served in the Armed Forces of the United States?<br>(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes). |     | X  |
| Did you serve in the Armed Forces during any of the following periods:                                                                                                                                                                                                                                                                                        |     |    |
| February 28, 1961 – May 7, 1975                                                                                                                                                                                                                                                                                                                               |     |    |
| August 2, 1990 – end of hostilities                                                                                                                                                                                                                                                                                                                           |     |    |
| *Lebanon: June 1, 1983 – December 1, 1987                                                                                                                                                                                                                                                                                                                     |     |    |
| *Granada: October 23, 1983 – November 21, 1983                                                                                                                                                                                                                                                                                                                |     |    |
| *Panama: December 20, 1989 – January 31, 1990                                                                                                                                                                                                                                                                                                                 |     |    |
| *Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.                                                                                                                                                                         |     |    |
| Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?                                                                                                                                                                         |     | X  |
| Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.                                                                                                                                                                 |     | X  |
| After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?                                                                                                                                            |     | X  |
| Are you currently a resident of New York State?                                                                                                                                                                                                                                                                                                               | X   |    |

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

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

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

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

| High School                                                                                              |                           |               |                         |                                     |    |                                                                     |
|----------------------------------------------------------------------------------------------------------|---------------------------|---------------|-------------------------|-------------------------------------|----|---------------------------------------------------------------------|
| Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma? |                           |               |                         |                                     |    | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| If Yes, Name and Location of High School or Issuing Government Authority:                                |                           |               |                         | University of the State of New York |    |                                                                     |
| Equivalency Diploma Number:                                                                              |                           |               |                         | [REDACTED]                          |    |                                                                     |
| College, University, Professional or Technical School                                                    |                           |               |                         |                                     |    |                                                                     |
| Name of School                                                                                           | Number of College Credits | Degree Earned | Major Subject/ Courses  | Did You Graduate?                   |    | Date Degree Expected or Received                                    |
|                                                                                                          |                           |               |                         | Yes                                 | No |                                                                     |
| Sch'dy County Community College                                                                          | 66                        | AAS           | Business Administration | X                                   |    | [REDACTED]                                                          |
|                                                                                                          |                           |               |                         |                                     |    |                                                                     |
|                                                                                                          |                           |               |                         |                                     |    |                                                                     |
|                                                                                                          |                           |               |                         |                                     |    |                                                                     |

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

|                                               |                                                                                                                                                                                                                                                        |                                           |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Length of Employment</b>                   | <b>Firm Name:</b>                                                                                                                                                                                                                                      | Town of Rotterdam                         |
| [REDACTED]                                    | <b>Firm Address:</b>                                                                                                                                                                                                                                   | 1100 Sunrise Blvd., Schenectady, NY 12306 |
| <b>Employment Details</b>                     | <b>Description of Duties:</b>                                                                                                                                                                                                                          |                                           |
| Your Exact Title: Account Specialist          | Typical Duties:                                                                                                                                                                                                                                        |                                           |
| Name of Your Supervisor: Paul Sebesta         | *Identify and/or audit incoming receivables for accuracy, assist with classifications of general ledger accounts, allocate, record and disburse appropriately, issue receipts, etc.                                                                    |                                           |
| Supervisor's Title: Financial Consultant      | *Administration of all day-to-day banking activity: deposits/deposit verification, wiring, internal transfers, stop payments, chargebacks, canceled check verification, obtain certified bank checks, set up new user permissions, supply orders, etc. |                                           |
| Hours worked / wk. (exclusive of overtime) 35 | *Update signature cards and complete all required banking forms                                                                                                                                                                                        |                                           |
| Reason for Leaving: Still Employed            | *Monitor and identify daily changes in cash, balancing, research, etc.                                                                                                                                                                                 |                                           |
|                                               | *Review weekly payroll requirements, process funding, and monitor activity                                                                                                                                                                             |                                           |
|                                               | CONTINUED ON ATTACHMENT....                                                                                                                                                                                                                            |                                           |
| <b>Length of Employment</b>                   | <b>Firm Name:</b>                                                                                                                                                                                                                                      | Town of Rotterdam                         |
| [REDACTED]                                    | <b>Firm Address:</b>                                                                                                                                                                                                                                   | 1100 Sunrise Blvd., Schenectady, NY 12306 |
| <b>Employment Details</b>                     | <b>Description of Duties:</b>                                                                                                                                                                                                                          |                                           |
| Your Exact Title: Account Clerk               | Posted a variety of journals, expenses, revenues and other original entry media to system and accounts;                                                                                                                                                |                                           |
| Name of Your Supervisor: Patrick Aragosa      | Verified amounts of receivables, calculated percentages to create ledger postings;                                                                                                                                                                     |                                           |
| Supervisor's Title: Comptroller               | Assisted in reconciling account balances;                                                                                                                                                                                                              |                                           |
| Hours worked / wk. (exclusive of overtime) 35 | Reviewed routine records and reports for accuracy;                                                                                                                                                                                                     |                                           |
| Reason for Leaving: Advancement to above      | Classified constantly recurring receipts and expenditures;                                                                                                                                                                                             |                                           |
|                                               | Issued receipts for monies received                                                                                                                                                                                                                    |                                           |
|                                               | Variety of related duties                                                                                                                                                                                                                              |                                           |

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

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

**THIS AFFIRMATION MUST BE COMPLETED**

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

*Dawn M. Wiggins*  
Signature of Applicant

DAWN M. WIGGINS  
Print Name

06/14/22  
Date

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

**RESOLUTION NO. 206.22**

**TO AMEND RESOLUTION 180.22 OF THE YEAR 2022**

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The title of Resolution 180.22 is hereby amended to read in its entirety as follows: To Appoint Seasonal Park Attendants

**SECTION 2.** Section 1 of Resolution 180.22 is hereby amended to read in its entirety as follows: The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Parks Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits, through September 2, 2022:

Parks Department

|                                      |                |         |
|--------------------------------------|----------------|---------|
| Ethan Coom: 5/31/22-8/15/22          | Park Attendant | \$17.00 |
| Michael Romano: 5/31/22-8/26/22      | Park Attendant | \$17.00 |
| Gabriel Romano: 5/31/22-8/17/22      | Park Attendant | \$17.00 |
| Ty Hunter Rifenburg: 5/31/22-8/18/22 | Park Attendant | \$17.00 |

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

**DATED:** July 13, 2022

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

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: June 15, 2022

TO: Mollie A. Collins, Supervisor

FROM: Megan Griffin, Confidential Secretary

TITLE OF REQUEST: Amend Resolution 180.22 of the year 2022

TOWN BOARD MEETING: July 13, 2022

Background Information: At the May 25, 2022 Town Board meeting, 4 individuals were appointed to the Parks Department from May 31, 2022 – September 2, 2022 as “laborers”. Upon review by the Comptroller’s Office, the title “laborer” is incorrect and should be “Park Attendant”.

Evaluation/Analysis: In past years the Parks Department called their seasonal summer part time employees “Park Attendants”, not laborer’s and which they should be continued to be called park attendants for the Town of Rotterdam.

Recommendation(s): Amend resolution to state Appoint Seasonal Park Attendants

Attachment/Document(s): Resolution 180.22

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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, May 25, 2022, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 180.22**

**APPOINT SEASONAL LABORERS: PARKS DEPARTMENT**

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

**SECTION 1.** The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Parks Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits through September 2, 2022.

Parks Department

|                                      |         |         |
|--------------------------------------|---------|---------|
| Ethan Coom: 5/31/22-8/15/22          | Laborer | \$17.00 |
| Michael Romano: 5/31/22-8/26/22      | Laborer | \$17.00 |
| Gabriel Romano: 5/31/22-8/17/22      | Laborer | \$17.00 |
| Ty Hunter Rifenburg: 5/31/22-8/18/22 | Laborer | \$17.00 |

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

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

**SECTION 4.** This resolution shall become effective May 31, 2022.

**DATED:** May 25, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on May 25, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 26, 2022.



*Diane M. Marco*

Diane M. Marco, Town Clerk

**RESOLUTION NO. 207.22**

**TO APPROVE BUDGET TRANSFERS TO THE 2022 BUDGET**

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2022 are hereby audited and approved:

**Central Mailing**

*From: Central Mailing A1670-4701*

*Amount: \$5,000.00*

**Town Clerk**

*To: Legal Notices A1410-4326*

*Amount \$5,000.00*

---

**Buildings**

*From: A1620 2000 Equipment*

*Amount \$2,704.44*

**Public Works Admin**

*To: A1490 2000 Office Equipment*

*Amount \$2,704.44*

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**Town Clerk**

*From: A1410-2000 Office Equipment*

*Amount \$10.00*

*To: A1410-4300 Conference/Training*

*Amount \$10.00*

---

**SECTION 2.** This resolution shall become effective July 13, 2022

**DATED:** July 13, 2022

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

# TOWN OF ROTTERDAM

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## LEGISLATIVE REQUEST FORM

DATE: **June 15, 2022**

TO: **Mollie A. Collins, Supervisor**

FROM: **Diane Marco, Town Clerk**

TITLE OF REQUEST: To approve a budget transfer from the 2022 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of July 13, 2022.

Background Information: There were 5 postings to the Gazette Newspaper to inform the public of the water/sewer change of billing which was billed at \$3,750.02 and exceeded the budget line for A1410-4326(Legal Notices).

Evaluation/Analysis: Transferring \$5,000.00 from *Central mailing A1670-4701*, for the publication in the Gazette for the water/sewer changes into the line-item *A1410-4326(Legal Notices)* would rectify the budget line.

Recommendation(s): To be placed on the Town Board meeting of July 13, 2022 and approve the transfer.

Attachment/Document(s): Memorandum from Town Clerk, email approving the Gazette post, and each post (five different dates) that were ran in the Gazette.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): Section 36 General Municipal Law

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

## **TOWN OF ROTTERDAM**

### **MEMORANDUM**

**DATE:** July 5, 2022  
**TO:** Mollie Collins, Supervisor  
**FROM:** Diane M. Marco, Rotterdam Town Clerk  
**SUBJECT:** Budget transfers

|                                             |              |
|---------------------------------------------|--------------|
| Please Transfer: A1670-4701 Central Mailing | - \$5,000.00 |
| Into Line item: A1410-4326 Legal Notices    | + \$5,000.00 |

\*\*A1410-4326 Legal Notices does not have enough to pay the Gazette bill of \$3,750.02 for the water & sewer publications.

## ADVERTISING INVOICE

Federal ID# 14-0595965

# THE DAILY GAZETTE

dailygazette.com

Clifton Park <sup>Your</sup> Niskayuna <sup>Your</sup>

P.O. Box 1090  
Schenectady, New York, 12301-1090

| Name of Advertiser/Client | Page | Billing Date | Billing Period    | Billed Acct. No. |
|---------------------------|------|--------------|-------------------|------------------|
| Town of Rotterdam         | 1    | 05/31/22     | 05/01/22 05/31/22 | 31511            |

TOWN OF ROTTERDAM  
DIANE M. MARCO  
TOWN CLERK  
1100 SUNRISE BLVD.  
ROTTERDAM, NY 12306

Payment Terms: Net 30 Days  
Finance Charges: 1.5% per month, 18% annually  
Returned Checks: \$25 charge

| Monthly Advertising Summary: |          |         |        |
|------------------------------|----------|---------|--------|
| Dollar                       | 3,750.02 | Inches: | 153.45 |
|                              |          | Lines:  | 0.00   |

For Inquiries call : 518-395-3053 or 1-800-262-2211 Ext. 3037

| Date      | Reference Number | Description/Product                          | Class      | Lines or Dimensions | Times   | Billed Units | Rate | Gross Amount | Net Amount |
|-----------|------------------|----------------------------------------------|------------|---------------------|---------|--------------|------|--------------|------------|
|           |                  | Balance Forward                              |            |                     |         |              |      |              | 555.00     |
| 5/3/2022  | 2465461          | Town of Rotterdam Order                      | 0          | 3 x 10.23           | 1       | 30.69        |      |              | 750.00     |
| 5/8/2022  | 2465461          | Town of Rotterdam Order                      | 0          | 3 x 10.23           | 1       | 30.69        |      |              | 750.01     |
| 5/15/2022 | 2465461          | Town of Rotterdam Order                      | 0          | 3 x 10.23           | 1       | 30.69        |      |              | 750.00     |
| 5/17/2022 |                  | ck 052042                      Check# 052042 |            |                     |         |              |      |              | -555.00    |
| 5/22/2022 | 2465461          | Town of Rotterdam Order                      | 0          | 3 x 10.23           | 1       | 30.69        |      |              | 750.00     |
| 5/29/2022 | 2465461          | Town of Rotterdam Order                      | 0          | 3 x 10.23           | 1       | 30.69        |      |              | 750.01     |
|           |                  |                                              | Aging      |                     |         |              |      |              | Total      |
|           |                  |                                              | Current    |                     | 30 DAYS | 60 DAYS      |      | 90 DAYS      | Amount Due |
|           |                  |                                              | \$3,750.02 |                     | \$0.00  | \$0.00       |      | \$0.00       | \$3,750.02 |

Please remit this portion with payment to ensure proper credit

|                                                                                 |  |        |  |
|---------------------------------------------------------------------------------|--|--------|--|
|                                                                                 |  | Ref No |  |
| Please make checks payable to:                                                  |  |        |  |
| The Daily Gazette Co. Inc.<br>P.O. Box 1090<br>Schenectady, New York 12301-1090 |  |        |  |

|                       |
|-----------------------|
| <b>Billed Account</b> |
| 31511                 |
| <b>Billed Name</b>    |
| Town of Rotterd       |

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Credit Cards Accepted</b>        |                   |
| <input type="checkbox"/> MasterCard | Exp. Date: _____  |
| <input type="checkbox"/> Visa       | Card # _____      |
| <input type="checkbox"/> Discover   | Amount Paid _____ |
| <b>Amount Paid</b>                  |                   |

## Letterhead

Mollie Collins <mcollins@rotterdamny.org>

Mon 5/2/2022 11:13 AM

To: jnorris@dailygazette.net <jnorris@dailygazette.net>

Hi John,

Our computers are acting weirdly today. I have sent you the letterhead in the format you requested. You have my approval and the approval of the Deputy Supervisor to go ahead with the announcement you sent me.

Let me know if there is anything else that you need.

Mollie



## UPDATE:

### TOWN OF ROTTERDAM ALERTS RESIDENTS TO CHANGE IN UPCOMING WATER & SEWER BILLING STRUCTURE

**Operations & Maintenance to be billed in June, Residents Encouraged to Budget Accordingly**  
**ROTTERDAM, NY** – The Town of Rotterdam is alerting residents to a change in their upcoming June water and sewer bill(s), encouraging them to budget accordingly. Beginning June 2022, properties in Sewer Districts 2, 3, 4, 6, and 7 as well as those in Water Districts 3, 4, and 5, will pay the Operation & Maintenance (O&M) portion of their water and sewer bill(s) in their June bill.

During the 2022 budget process, finalized in December of 2021, the Town of Rotterdam decided to separate the Operation & Maintenance cost from the debt charge used to finance upgrades to water and sewer infrastructure. This change is consistent with best accounting practices and splits the bill to allow residents to budget this expense. As a result, the Operation & Maintenance charge will be billed in the June bill and debt charge will be billed in the January tax bill.

5/3/2022

DMH

The following districts and extensions should expect to receive June bills for O&M in the amount of:

- Rotterdam Junction Area - Water Districts 3 and 4: \$668.87
- Rotterdam - Water District 5: \$157.89
- Rotterdam - Sewer District 2 and all extensions: \$384.95
- Rotterdam - Sewer District 3: \$236.26
- Rotterdam - Sewer District 4: \$466.67
- Rotterdam - Sewer District 6: \$735.99
- Rotterdam - Sewer District 7 and all extensions: \$85.78

**PAYMENTS MAY BE MADE JUNE 1, 2022 THROUGH JULY 31, 2022 WITH NO PENALTY.**

#### How Can I Find Out How I Am Impacted?

- You may refer to your 2021 Town/County Tax bill to determine which water/sewer district your property is located in.
- Go to the website <https://schenectady.sdgny.com>, select "Click Here for Public Access", search for your name or address, parcel ID#, select your property, and scroll down to see the "Special Districts for 2022" applicable to your property.

| If you see:                    | Then you are in<br>Water District: | If you see: | Then you are in<br>Sewer District: |
|--------------------------------|------------------------------------|-------------|------------------------------------|
| Water Dist. / Water<br>Dist. 1 | Water Dist 3<br>or 4               | SW200       | Sewer District 2                   |
| CW 300                         | Water Dist 3                       | SW300       | Sewer District 3                   |
| CW 400                         | Water Dist 4                       | SW400       | Sewer District 4                   |
| CW500                          | Water Dist 5                       | SW600       | Sewer District 6                   |
|                                |                                    | SW700       | Sewer District 7                   |

Please call the Town offices at (518)355-7575 extension -328 with any questions.

# TOWN OF ROTTERDAM

Melba A. Cillini, Supervisor  
Jack Dodson, Deputy Supervisor  
Joseph C. Mastroianni, Councilmember  
Kassandra Miller-Herrera, Councilmember  
Evan Christou, Councilmember



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

## UPDATE:

### TOWN OF ROTTERDAM ALERTS RESIDENTS TO CHANGE IN UPCOMING WATER & SEWER BILLING STRUCTURE

#### Operations & Maintenance to be billed in June, Residents Encouraged to Budget Accordingly

ROTTERDAM, NY – The Town of Rotterdam is alerting residents to a change in their upcoming June water and sewer bill(s), encouraging them to budget accordingly. Beginning June 2022, properties in Sewer Districts 2, 3, 4, 6, and 7 as well as those in Water Districts 3, 4, and 5, will pay the Operation & Maintenance (O&M) portion of their water and sewer bill(s) in their June bill.

During the 2022 budget process, finalized in December of 2021, the Town of Rotterdam decided to separate the Operation & Maintenance cost from the debt charge used to finance upgrades to water and sewer infrastructure. This change is consistent with best accounting practices and splits the bill to allow residents to budget this expense. As a result, the Operation & Maintenance charge will be billed in the June bill and debt charge will be billed in the January tax bill.

The following districts and extensions should expect to receive June bills for O&M in the amount of:

- Rotterdam Junction Area - Water Districts 3 and 4: \$668.87
- Rotterdam - Water District 5: \$157.89
- Rotterdam - Sewer District 2 and all extensions: \$384.95
- Rotterdam - Sewer District 3: \$236.26
- Rotterdam - Sewer District 4: \$466.67
- Rotterdam - Sewer District 6: \$735.99
- Rotterdam - Sewer District 7 and all extensions: \$85.78

**PAYMENTS MAY BE MADE JUNE 1, 2022 THROUGH JULY 31, 2022 WITH NO PENALTY.**

#### How Can I Find Out How I Am Impacted?

- You may refer to your 2021 Town/County Tax bill to determine which water/sewer district your property is located in.
- Go to the website <https://schenectady.sdgny.com>, select "Click Here for Public Access", search for your name or address, parcel ID#, select your property, and scroll down to see the "Special Districts for 2022" applicable to your property.

| If you see:                    | Then you are in<br>Water District: | If you see: | Then you are in<br>Sewer District: |
|--------------------------------|------------------------------------|-------------|------------------------------------|
| Water Dist. / Water<br>Dist. 1 | Water Dist 3<br>or 4               | SW200       | Sewer District 2                   |
| CW 300                         | Water Dist 3                       | SW300       | Sewer District 3                   |
| CW 400                         | Water Dist 4                       | SW400       | Sewer District 4                   |
| CW500                          | Water Dist 5                       | SW600       | Sewer District 6                   |
|                                |                                    | SW700       | Sewer District 7                   |

5/8/22

DMM

Please call the Town offices at (518)355-7575 extension -328 with any questions.



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5/15/2022  
 DMM

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| CW 300                         | Water Dist 3                       | SW300       | Sewer District 3                   |
| CW 400                         | Water Dist 4                       | SW400       | Sewer District 4                   |
| CW500                          | Water Dist 5                       | SW600       | Sewer District 6                   |
|                                |                                    | SW700       | Sewer District 7                   |

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# TOWN OF ROTTERDAM

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



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|                                |                                    | SW700       | Sewer District 7                   |

Please call the Town offices at (518)355-7575 extension -328 with any questions.

5/22/2022

DMM

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Jack Dadeon, Deputy Supervisor  
Joseph C. Mastroianni, Councilmember  
Samantha Miller-Herrera, Councilmember  
Ryan Christou, Councilmember



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5/29/2022  
DMM

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## LEGISLATIVE REQUEST FORM

DATE: **June 22, 2022**  
TO: **Mollie A. Collins, Supervisor**  
FROM: **James Keith, Senior Building Inspector**

TITLE OF REQUEST: To approve a budget transfer from the 2022 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of July 13, 2022

Background Information: Please transfer the following amount:

### Buildings

From: A1620 2000 Equipment Amount \$2,704.44

### Public Works Admin

To: A1490 2000 Office Equipment Amount \$2,704.44

Evaluation/Analysis: N/A

Recommendation(s): To be placed on the Town Board meeting of July 13, 2022.

Attachment/Document(s): Memorandum from Senior Building Inspector

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Section 36 General Municipal Law

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

# **Memorandum**

To: Mollie Collins  
From: James Keith, Sr. Building Inspector *JK*  
Subject: Budget Transfer  
Date: June 22, 2022

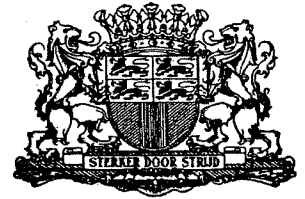
Please transfer the following funds to cover expenses:

|             |                             |               |                   |
|-------------|-----------------------------|---------------|-------------------|
| <b>From</b> | <b>A1620 2000 Equipment</b> | <b>Amount</b> | <b>\$2,704.44</b> |
| <b>To</b>   | <b>A1490 2000 Equipment</b> | <b>Amount</b> | <b>\$2,704.44</b> |

Thank you.  
CC Comptroller

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## LEGISLATIVE REQUEST FORM

DATE: **June 29, 2022**

TO: **Mollie A. Collins, Supervisor**

FROM: **Diane Marco, Town Clerk**

TITLE OF REQUEST: To approve a budget transfer from the 2022 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of July 13, 2022.

Background Information: There is a membership fee that increased their price by 10.00\$.

Evaluation/Analysis: Transferring \$10.00 from *A1410-2000 Office Equipment* for the new membership fee into *A1410-4300 Conference & Training* would rectify the budget line.

Recommendation(s): To be placed on the Town Board meeting of July 13, 2022 and approve the transfer.

Attachment/Document(s): Memorandum from Town Clerk

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): Section 36 General Municipal Law

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**TOWN OF ROTTERDAM**

**MEMORANDUM**

**DATE:** July 5, 2022  
**TO:** Mollie Collins, Supervisor  
**FROM:** Diane M. Marco, Rotterdam Town Clerk  
**SUBJECT:** Budget transfers

|                                                  |          |
|--------------------------------------------------|----------|
| Please Transfer: A1410-2000 Office Equipment     | -\$10.00 |
| Into Line item: A1410-4300 Conference & Training | +\$10.00 |

\*\*A1410-4300 Conference and Training does not have the additional \$10.00 due to the membership fee went up \$10.00 from last year.

**RESOLUTION NO. 208.22**

**TO SUPERSEDE RESOLUTION 36.22 TO RECOGNIZE AND ADOPT IRS INCREASE  
IN REIMBURSEMENT RATE FOR MILEAGE**

**WHEREAS**, on June 23, 2022 the Town Board was notified that the 2022 IRS Milage Reimbursement price is set to increase on July 1, 2022 to 62.5 cents per mile for the final six months of 2022 in recognition of the increases of gasoline prices;

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Effective July 1, 2022, pursuant to the provisions of Section 102 of the Town Law of the State of New York, the Town Board of the Town of Rotterdam hereby allows reimbursement for mileage expenses at the IRS rate of 62.5 cents per mile, not to exceed the adopted budget amount for the year 2022 without prior approval of the Rotterdam Town Board.

Mileage reimbursement will only be paid to a Town employee when:

1. The Employee receives prior approval from the immediate supervisor and
2. The employee is required to use their personal vehicle because a Town vehicle is not available for their use.

**SECTION 2.** This resolution shall become effective retroactive to July 1, 2022.

**DATED:** July 13, 2022

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

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## LEGISLATIVE REQUEST FORM

DATE: June 24, 2022

TO: Mollie A. Collins

FROM: Megan Griffin, Confidential Secretary

TITLE OF REQUEST: Amend resolution No. 36.22

TOWN BOARD MEETING: July 13, 2022

Background Information: On June 23, 2022 the Town was informed that the 2022 IRS Mileage would be increasing from 58.5 cents per mile to 62.5 cents per mile for the remaining 6 months of 2022.

Evaluation/Analysis: Due to the increase in gas prices, the IRS implemented a new rate per mile to become effective July 1, 2022.

Recommendation(s): Amend 36.22 to reflect the increase of mileage per mile for employees per the IRS.

Attachment/Document(s): Memorandum from Roemer Wallens Gold & Mineaux LLP, counsellors at Law for the Town of Rotterdam.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): Section 102 of the Town Law of the State of New York

LEGISLATION WILL BE PREPARED BY: Supervisors Office

## RESOLUTION NO. 36.22

At the Organizational public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Saturday, January 1, 2022, at 1:00 p.m., the following resolution was duly adopted:

### REIMBURSEMENT RATE FOR MILEAGE

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

#### **BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Pursuant to the provisions of Section 102 of the Town Law of the State of New York, the Town Board of the Town of Rotterdam hereby allows reimbursement for mileage expenses at the IRS rate of \$0.585 per mile, not to exceed the adopted budget amount for the year 2022 without prior approval of the Rotterdam Town Board.

Mileage reimbursement will only be paid to a Town employee when:

1. The employee receives prior approval from the immediate supervisor and
2. The employee is required to use their personal vehicle because a Town vehicle is not available for their use.

**SECTION 2.** This resolution shall become effective January 1, 2022.

**DATED:** January 1, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam at the Organizational Meeting on January 1, 2022, and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this January 7, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

**MEMORANDUM**

**TO:** ALL MUNICIPAL CLIENTS

**FROM:** William M. Wallens 

**RE:** 2022 IRS Mileage Reimbursement

**DATE:** June 23, 2022

This is to inform you that in recognition of the increases in gasoline prices, effective *July 1, 2022*, the Internal Revenue Service will be increasing the mileage reimbursement to 62.5¢ per mile for the final six months of 2022, an increase from 58.5¢ per mile.

For those municipalities that reimburse employees pursuant to the IRS rate, the new rate is effective July 1, 2022.

WMW:ejb

**RESOLUTION NO. 209.22**

**TO ACCEPT AND AWARD CONTRACT FOR GRINDING & REMOVAL OF BRUSH,  
YARD WASTE & WOOD**

**WHEREAS**, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Tuesday, June 21, 2022 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

**GRINDING AND REMOVAL OF BRUSH, YARD WASTE, & WOOD**

**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 Grinding & Removal of Brush, Yard Waste, & Wood for the Town of Rotterdam to Troy Sand & Gravel Co. Inc., P.O. Box 171 Watervliet, N.Y. 12189-0171, at a unit price of \$7.75 per cubic yard; at the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second or third year.

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

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

**DATED:** July 13, 2022

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

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## **LEGISLATIVE REQUEST FORM**

DATE: June 21, 2022

TO: Mollie Collins, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: To accept and award contract for grinding & removal of  
brush, yard waste and wood

TOWN BOARD MEETING: July 13, 2022

Background Information: The Town Board called for Bids for Grinding & Removal of  
Brush, Yard Waste, & Wood on June 8, 2022.

Evaluation/Analysis: Two bids received. No bid informalities and should therefore be  
awarded to Troy Sand and Gravel Co. Inc.

Recommendation(s): To Award bid to Troy Sand & Gravel Co. Inc., as they provided  
the lowest responsible bid.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law 103 and Town Purchasing Policy

LEGISLATION WILL BE PREPARED BY: Supervisors Office

## BIDS FOR GRINDING REMOVAL OF YARD WASTE AND WOOD

BID FOR: Grinding Removal of Yard Waste & Wood

DATE OF TB MTG. & RES -6/8/2022 & Res#193.22

DATE BID PACKETS BECOME ELECTRONICALLY AVAILABLE: 7/10/2022

DATE PUBLISHED IN NEWSPAPER: 7/11/2022

DATE & TIME BIDS TO BE OPENED: 6/21/2022 AT 10:00AM

| # | Date Sent or P/U | Initials        | Company/Firm/Email                               | Address                                      | Contact               | Phone #      | Fax #        | Date Received | Clerk  | BID Amount  | Workers Comp. Cert. | Liab. Ins. Cert. |
|---|------------------|-----------------|--------------------------------------------------|----------------------------------------------|-----------------------|--------------|--------------|---------------|--------|-------------|---------------------|------------------|
| 1 |                  | JB              | Troy Sand & Gravel<br>Ndinova@bondedconcrete.com | P.O. Box 489<br>West Sand Lake, NY<br>12196  | Nicholas M Dinova Jr. | 518-858-7222 | 315-826-3537 | 6/21/2022     | JD     | \$7.75/yard |                     |                  |
| 2 | Bidnet           | DMM<br>PD<br>MG | Denali Water Solutions                           | 3308 Bernice Ave<br>Russelville, AK<br>72802 | Jeffrey LeBlance      | 479-498-0500 |              | 6/21/2022     | Bidnet | \$8.48/yard |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |
|   |                  |                 |                                                  |                                              |                       |              |              |               |        |             |                     |                  |

**TOWN OF ROTTERDAM  
REQUEST FOR PROPOSAL**

 **COPY**

**Grinding and Removal of Brush, Yard Waste and Wood at the Town of Rotterdam  
Compost Transfer Facility  
23 West Campbell Road  
Rotterdam, NY 12306**

**SCOPE OF THE WORK**

The Town of Rotterdam is seeking bids from qualified bidder to grind, remove and dispose of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which will be stockpiled at the Town of Rotterdam Compost Transfer Facility, located at 23 West Campbell Road, Rotterdam, NY 12306. Transfer facility operations start April 15 weather dependent and continue until November 30 weather dependent. Estimated yearly amount collected is approximately 30,000 yards of loose yard waste consisting of grass clippings, leaves, tree limbs, and brush. Some of the said material stored on the site may be contained in biodegradable paper bags. All material on the site is to be ground on site, removed from the site and properly disposed of by the bidder. The successful bidder will be notified each time the material arrives on site, in intervals of approximately 2,000 yards. Once notified the contractor has ten (10) calendar days to respond and start the grinding and removal process. The successful bidder is responsible to provide all equipment and tools necessary to accomplish the work including, but not limited to, suitable grinding apparatus and trucks. The bidder is solely responsible for transporting all equipment required to perform the work to and from the place at which the work is to be performed. No additional transportation charges, set up or breakdown fees will be allowed. All equipment used by the bidder must be in good operating condition and in full compliance with all federal, state and local laws, rules and regulations in effect at the time of the contract. All equipment used by the bidder in performance of the work under this contract must be equipped with all devices, safety or otherwise, as may be required by law. The bidder has complete responsibility to furnish all fuel, maintenance and repairs for all of the equipment furnished and used by the bidder to perform the work. In no event shall the town be responsible for any mechanical breakdown of or damage to the bidder's equipment. The bidder is solely responsible for on-site safety during all operations under this contract and will furnish bidder's personnel with required safety equipment.

The bidder shall furnish all labor necessary to perform all aspects of the work not performed by town employees. The bidder is responsible to fully comply with all New York State Prevailing Wage Laws as more fully provided herein.

The ground waste shall be removed by the bidder and disposed of in a manner allowed by all federal, state, and local laws, rules and regulations. The town shall not be responsible for the payment of any disposal or dumping fees.

**PROPOSALS RECEIVED**

All bid proposals must be submitted electronically or in person prior to 10:00 A.M. EST., June 20, 2022 at <http://www.bidnetdirect.com/townofrotterdam>. The town board reserves the right to accept or reject any and all bids or proposals or any specific part of any item in any bid.

### **PREPARATION OF PROPOSALS**

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 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.

Corrections and/or modifications to a submitted bid received after the closing time specified above will not be accepted.

### **FAMILIARITY WITH THE WORK**

All bidders are required to physically inspect the site at which the work is to be performed prior to submitting a bid. The actual bid form which shall be used to submit a bid will require the bidder to certify that he has done so. Such inspection shall be arranged through the Office of the Town Superintendent of Highways, by contacting the office at (518) 355-7722, during the hours of 8:00 A.M. through 3:00 P.M., Monday through Friday.

Each bidder is considered and shall be deemed to have examined the worksite to fully acquaint itself with the exact existing conditions relating to the work and has fully informed itself as to the work involved and the difficulties and restrictions attendant upon the performance of the work encompassed in this bid solicitation. Failure to do so will not relieve a bidder of its obligation to furnish all materials, labor and equipment necessary to fully perform all of the work for the price set forth in its bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

The town assumes no responsibility whatsoever with respect to ascertaining for the bidder such facts concerning physical characteristics relating to the work contemplated in this bid solicitation. The bidder agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession, because of any misinterpretation or misunderstanding on his part of this work contemplated in this bid solicitation, or because of any failure on its part to fully acquaint itself with all conditions relating to the work.

### **QUALIFICATION OF BIDDER**

All bidders shall submit a statement of bidder qualifications, articles of incorporation, an affidavit of non-collusion and acknowledgement of the town's harassment policy, in addition to the official bid form document.

In determining the qualifications of a bidder, the town may consider its record in the performance of any contracts for similar work into which it may have previously entered, and the town expressly reserves the right to reject the proposal of such bidder if such record discloses that such bidder, in the opinion of the town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, or employees of subcontractors.

The town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the town all such information and data for this purpose as the town may request. The town reserves the right to reject any proposal if the evidence submitted by or the investigation of such bidder fails to satisfy the town that such bidder is properly qualified, or that such bidder misrepresented material facts in the documents.

### **CARE AND PROTECTION OF PROPERTY**

The successful bidder shall take particular care to avoid damage to all private and public property and to private or public improvements located on town property, within the town's right of way, or on property which the town is authorized to use. The successful bidder shall make good any damages to the satisfaction of the town. There shall be no additional compensation to the bidder for the repair or restoration of private or public property improvements which are damaged by the bidder.

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES**

The successful bidder shall be responsible for full compliance with any federal, state and local laws, rules, regulations, standards and policies, as applicable.

### **AWARD**

The successful bid will be accepted and the contract awarded at a Regular or Special Meeting of the Rotterdam Town Board.

The Town of Rotterdam reserves the right to accept or reject any and all bids, in whole or in part, to best serve its interests, and to hold and consider all bids open for thirty (30) days after the same are opened.

The town reserves the right to reject any and all bids (or any part thereof), to waive defects in bids, and to accept any bid it deems to be in its best interests.

### **NOTICE TO PROCEED**

Following the acceptance of the successful bid and award of the contract by the town board, the execution of the agreement contained in the bid documents, and compliance by the successful bidder with all insurance requirements herein set forth, the town highway superintendent shall issue a notice to proceed to the successful bidder. Said bidder shall commence work under the contract within ten (10) calendar days of the date indicated in the notice to proceed. All work under the contract shall be completed and ready for final acceptance and approval by the town highway superintendent within ten (10) days of the date indicated in the notice to proceed, unless required to do so sooner to comply with all federal and state laws, rules, and regulations.

### **PAYMENT**

Payment shall be made to the successful bidder by the total cubic yards of material processed, ground and removed from site as per daily signed haul out tickets showing the time, date, and amount removed from site.

Payment shall be made to the successful bidder within forty-five (45) days after submission of daily signed haul out tickets with request for payment and a voucher has been received by the town and approval by the town highway superintendent.

### **INSURANCE**

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

A. Commercial General Liability: The successful bidder shall have coverage with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and not less than three million dollars (\$3,000,000.00) annual aggregate.

B. Comprehensive Automobile Liability: the successful bidder shall have coverage on owned, hired, leased, or non-owned autos with limits not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

C. Workers' Compensation Insurance: The successful bidder shall provide adequate Workers' Compensation Insurance for all employees engaged in work on this project who may come within the protection of the protection of the Worker's Compensation Law, and where practicable, employer's general liability insurance for employees not so protected.

D. Errors and Omissions Insurance: The successful bidder shall have a policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".

The Town of Rotterdam shall be named as an additional insured on the policies required by subparagraphs (A) and (B) above. The successful bidder shall furnish certificates of insurance to the Town of Rotterdam and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Town of Rotterdam. All insurance required shall be primary and non-contributing to any insurance maintained by the Town of Rotterdam. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Town of Rotterdam with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work.

No work under this contract shall commence until the successful bidder has fully complied with the provisions of this section.

#### **HOURS OF WORK:**

Unless otherwise approved in writing by the town highway superintendent, all work under this bid and contract shall be accomplished between the hours of 7:00 a.m. and 3:30 p.m. on weekdays, and no work shall be performed on weekends and legal holidays.

#### **FIRE PROTECTION:**

The bidder shall perform all work in a fire-safe manner.

#### **INDEMNIFICATION**

The bidder shall defend, indemnify and save harmless the Town of Rotterdam, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

#### **NON-COLLUSION CERTIFICATION**

All bids or proposals submitted to the town must include a fully executed non-collusion affidavit contained in the bid documents.

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

- The prices in its bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- 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
- 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 proposal for the purpose of restricting competition.

#### **NON-DISCRIMINATION AND HARASSMENT POLICY**

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law), the New York State Labor Law, all other federal and state statutory and constitutional non-discrimination provisions, and the town's non-discrimination and harassment policy, all bidders agree that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, and agree they shall not harass, whether sexual or otherwise, any person(s) in violation of the applicable laws, rules, regulations, and policy.

#### **NEW YORK STATE LABOR LAW; PREVAILING WAGE AND SUPPLEMENTS:**

1. The attention of each and all bidders is directed to Articles 8 of the New York State Labor Law in general, but also specifically with regard to Prevailing Wage and Supplements. The Town of Rotterdam does, in good faith, identify those projects/services it believes to be Prevailing Wage and Supplements projects/services. The failure of the Town of Rotterdam to accurately assess the wage status of a particular project/service shall not relieve the bidder of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor. See attached information.
2. All interested parties (including, but not limited to, bidder and subcontractors) shall note, understand and comply with the following: In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are

required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.

3. The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: "Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e., The Town of Rotterdam), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. The Town of Rotterdam) shall receive and maintain such payrolls." As provided for, by the above referenced provisions, The Town of Rotterdam is authorized to withhold payments to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, the Town of Rotterdam shall withhold payments to contractors who have not submitted the initial Certified Payroll and the periodic Certified Payroll(s) as required herein.
4. The bidder shall be required to pay prevailing wage and supplements in accordance with NYS Labor Law Articles 8.

## **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

### **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

### **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

### **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is **REQUIRED** to provide complete copies to all prime contractors who in turn **MUST**, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

### **Payrolls and Payroll Records**

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

#### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

#### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

#### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

### **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS DOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

### **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

### **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

### **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

### **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

#### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

#### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

**GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD  
TOWN OF ROTTERDAM COMPOST TRANSFER FACILITY**

This bid proposal is submitted to the Empire State Purchasing Group on BidNet Direct for the Town of Rotterdam at: <http://www.bidnetdirect.com/townofrotterdam>.

By: Troy Sand & Gravel Co. Inc.  
(Name of Bidder)

The undersigned, as bidder, agrees to furnish labor, equipment and materials as specified in the bid/contract documents, and declares that no person or persons, other than those named herein, are interested in this bid; that this bid is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work; that no person or persons acting in any official capacity for the town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Bid is accepted, to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the town as therein set forth, and that he will take in full payment therefor, the lump sum price as hereinafter set forth, and further states as follows, to wit:

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter upon demand into an agreement with the town in the form included in the bid and contract documents for the contract price and within the contract time indicated in accordance with the other terms and conditions of the bid and contract documents.
2. The bidder accepts all of the terms and conditions stated in the town's standard bid forms and documents. This bid shall remain subject and open to acceptance by the town for the specified number of calendar days after the day of bid opening.
3. In submitting this bid, the bidder represents, as more fully set forth in the agreement, that bidder has examined copies of all the bid and contract documents and receipt of the town's standard bid forms and documents are hereby acknowledged.
4. The bidder acknowledges that it has familiarized itself with the nature and extent of the bid forms and documents, work, sites, locality, all local conditions, and laws, rules, and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
5. The bidder agrees that the work shall be completed in accordance with the bid and contract documents.

6. Communications concerning this bid shall be addressed to the bidder at the following address:

**PO Box 171 Watervliet , NY 12189-0171**  
**Nicholas M DiNova Sales Manager Cell No. 518)858-7222**  
**Troy Sand & Gravel Co. Inc.**

7. The bidder agrees to commence work within ten (10) calendar days from the date indicated in the Notice to Proceed.
8. The bidder agrees that work completed for approval will be material processed, ground and hauled off site by the total amount of cubic yards. Payment shall be made within forty-five (45) days after the submission of billing.
9. The bidder certifies that it has physically inspected the site at located at 23 W. Campbell Road, Rotterdam, NY 12306.
10. The lump sum bid price for processed ground yard waste hauled off site per cubic yard shall include all of the bidder's costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, permit fees, dumping fees, disposal fees, and all else incidental and necessary to complete the work.
11. The 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 bid price may be extended to a second and third year.
12. The bidder certifies that it will dispose of all of the material ground at 23 West Campbell Road, shall be disposed of in a manner that complies with the federal and state laws, rules and regulations. The bidder certifies it shall dispose of the material in the following manner and shall specify name and street address of any applicable disposal facility and attach a copy of permit(s) to utilize said facility):

**Baily Farm Sand & Gravel Mine Yard Waste Composting Facility**  
**Halfmoon NY DEC Permit No. 5-4138-00062/00005**

The bidder hereby agrees, if its bid is accepted and it is awarded the contract, to complete the on-site grinding, and removal and disposal of all of the of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which is stockpiled at the Town of Rotterdam Compost Transfer

Facility, located at 23 West Campbell Road, Rotterdam, NY 12306, in full accordance with the bid and contract documents, for processed yard waste hauled off site per cubic yard.

\$7.75 Per. Yard

Seven Dollars and Seventy Five Cents Per Yard

(In Words)

Date: 06/17/2022

By: Troy Sand & Gravel Co. Inc. (Corporate Seal)  
(Individual's or Bidder's Name)

Doing Business As:

Business Address: Po Box 171 Watervliet ,NY 12189-0171

Telephone Number: (518) 273-5800 Ex -131 Cell No. (518) 858-7222

Email Address: ndinova@bondedconcrete.com

PARTNERSHIP:

By: \_\_\_\_\_ (Seal)  
(Firm Name)

By: \_\_\_\_\_  
(General Partner)

Doing Business As:

Business Address:

Telephone Number:

Email Address: \_\_\_\_\_

New York  
(State of Corporation)

By: Nicholas M DiNova Jr.  
(Name of Person Authorized to Sign)

Attestation: Tory Clemente  
(Secretary)  
Business Address: Po Box 171 Watervliet, NY 12189-0171

Telephone Number: (518) 273-5800 Ex 131 Cell No. (518) 858-7222

Email Address: ndinova@bondedconcrete.com

JOINT VENTURE:

By: \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Address)

(Each joint venture participant must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above)

LIMITED LIABILITY COMPANY:

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Business Address:

Telephone Number:

Email Address:

## AGREEMENT

THIS AGREEMENT, made this 17 day of June, 2022 by and between Town of Rotterdam, having its principal office and place of business located at Town of Rotterdam, 1100 Sunrise Blvd., Rotterdam, NY 12306, hereinafter referred to as the TOWN, and

Troy Sand & Gravel Co. Inc.

having its principal place of business at Po Box 171 Watervliet ,NY 12189-0171,

hereinafter referred to as the CONTRACTOR:

WITNESS, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to complete the grinding, removal and disposal of all of the leaves, brush, tree limbs and parts, wood, clippings and other yard waste which will be stockpiled at The Town of Rotterdam Compost Transfer Facility, located at 23 West Campbell Road, Rotterdam, NY 12306, hereinafter referred to as the "Project", for the sum of \$7.75 Per Yard (\$07.75) dollars per cubic yard processed and removed from site and all extra work in connection therewith, under the terms as stated in the general conditions of the bid and contract documents; and at its own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the bid form and all other bid and contract documents, and printed or written explanatory matter thereof, the matters required of the CONTRACTOR, the scope of work, insurance requirements, and all terms and conditions of the invitation to bid and other bid and contract, all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to complete the work under this contract within thirty (30) calendar days after the date shown in the notices to proceed issued by the TOWN.

TOWN agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract, and to make payments on account thereof within forty-five (45) days after submitting payment request following the acceptance and approval of the work by the town highway superintendent or the town supervisor.

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of New York.

## LAWS AND REGULATIONS

The CONTRACTOR shall keep himself fully informed of all federal, state, and local laws, rules, regulations, policies, and municipal ordinances and regulations in any manner affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. It shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinance, regulations, orders and decrees; and shall protect and indemnify the TOWN, its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

## LIABILITY OF CONTRACTOR, INDEMNITY, ETC.

The CONTRACTOR shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; it shall bear all losses resulting to it on account of the amount or character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, on account of the weather, elements, riots, civil disorders or other causes; and it shall assume the defense of, and indemnify and save harmless the TOWN and its officers and agents, from all claims relating to labor or materials furnished for the work, and to inventions, payments and patent rights used in doing the work, and to injuries or damages to persons, corporations or property received or sustained by or from the CONTRACTOR and his employees in doing the work, or in consequence of any improper materials, implements or labor used therein, and to any act, omission or neglect of the CONTRACTOR and its employees.

## LAST PAYMENT TO TERMINATE OWNER LIABILITY

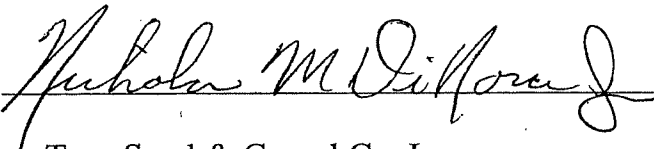
Neither the TOWN, nor any officer or agent thereof, shall be liable for, or be held to pay, any money to the CONTRACTOR, except as herein provided; and the acceptance by the CONTRACTOR of the final payment aforesaid shall operate as and shall be a release to the TOWN and every member and agent thereof, from all claims of and liability to the CONTRACTOR for anything done or furnished for or relating to or affecting the work.

CONTRACTOR agrees as follows:

1. Hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the contract.
2. Any litigation brought by the CONTRACTOR based on or arising out of this contract shall be brought only in accordance with the applicable laws governing municipal litigation in the Supreme Court of the State of New York in Schenectady County. Any trial shall be a bench trial, without a jury.

3. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this contract or at the address stated in this Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service in such manner shall constitute good and valid service of process upon the CONTRACTOR.
4. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph 3 immediately above, invalid service of process, and that they will duly enter their appearance in any such action.
5. This agreement shall/may be presented in court as conclusive evidence of the foregoing agreement.
6. The 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 bid price may be extended to a second and third year.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY:   
\_\_\_\_\_  
Troy Sand & Gravel Co. Inc  
(Contractor)

(Seal)

BY: \_\_\_\_\_  
Mollie Collins, Town Supervisor

(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2022

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).

| <b>PRODUCER</b><br>Haylor, Freyer & Coon, Inc.<br>P.O. Box 4743<br>Syracuse NY 13221 | <b>CONTACT NAME:</b> Bob Howe<br><b>PHONE (A/C, No, Ext):</b> 315-703-1391 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> rhowe@haylor.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|--------------------------------------|-------|-------------------------------------|-------|------------------------------------------------|-------|-------------------------------------------------|-------|-------------------------------------------------|-------|---------------------------------------|-------|
| <b>INSURED</b><br>Troy Sand & Gravel Co., Inc.<br>PO Box 189<br>Watervliet, NY 12189 | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Technology Insurance Co.</td> <td>42376</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C : Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER D : The Guardian Life Ins Co of America</td> <td>64246</td> </tr> <tr> <td>INSURER E : Security National Insurance Company</td> <td>19879</td> </tr> <tr> <td>INSURER F : Federal Insurance Company</td> <td>20281</td> </tr> </tbody> </table> | INSURER | NAIC # | INSURER A : Technology Insurance Co. | 42376 | INSURER B : Wesco Insurance Company | 25011 | INSURER C : Westchester Fire Insurance Company | 10030 | INSURER D : The Guardian Life Ins Co of America | 64246 | INSURER E : Security National Insurance Company | 19879 | INSURER F : Federal Insurance Company | 20281 |
| INSURER                                                                              | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |
| INSURER A : Technology Insurance Co.                                                 | 42376                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |
| INSURER B : Wesco Insurance Company                                                  | 25011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |
| INSURER C : Westchester Fire Insurance Company                                       | 10030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |
| INSURER D : The Guardian Life Ins Co of America                                      | 64246                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |
| INSURER E : Security National Insurance Company                                      | 19879                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |
| INSURER F : Federal Insurance Company                                                | 20281                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |        |                                      |       |                                     |       |                                                |       |                                                 |       |                                                 |       |                                       |       |

**COVERAGES**
**CERTIFICATE NUMBER:** 1306660183

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000 Ded<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         |          | TPP105792209                 | 3/31/2022               | 3/31/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                   | Y         |          | WPP182532002                 | 3/31/2022               | 3/31/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| B<br>C   | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                          |           |          | WUM156225603<br>N11042028004 | 3/31/2022<br>3/31/2022  | 3/31/2023<br>3/31/2023  | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                  |
| E        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                      | Y/N<br>N  | N/A      | SWC1386887                   | 3/31/2022               | 3/31/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| D<br>F   | Disability<br>Leased/Rented Equipment                                                                                                                                                                                                                                                                                                                                              |           |          | 00933771<br>6716761          | 3/31/2022<br>3/31/2022  | 3/31/2023<br>3/31/2023  | Statutory \$1,000,000 Limit<br>Special Form                                                                                                                                                                                                     |

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

Forms Enclosed:

CG 20 38 (04/13) Additional Insured - Owners, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement  
 CG 20 37 (04/13) Additional Insured - Owners, Lessees or Contractors - Completed Operations  
 CG 20 34 (04/13) Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You  
 GL99000078 (11/12) Refer to M. Waiver of Subrogation  
 CG 20 01 (04/13) Primary and Noncontributory - Other Insurance Condition  
 CA990187NY (10/13) Business Auto Coverage Expansion Endorsement-New York  
 Grinding and Removal of Brush, Yard Waste and Wood at the Town of Rotterdam

**CERTIFICATE HOLDER**
**CANCELLATION**

|                                                                   |                                                                                                                                                                                                     |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Town of Rotterdam<br>1100 Sunrise Boulevard<br>Rotterdam NY 12306 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                     | <b>Location And Description Of Completed Operations</b> |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Blanket as required by written contract.                                                               | Blanket as required by written contract.                |
|                                                                                                        |                                                         |
|                                                                                                        |                                                         |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                         |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose any such hazards prior to the beginning of the policy period of this coverage part, we shall not deny coverage under this coverage part because of such failure. However, the provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

#### **L. BROADENED NOTICE OF OCCURRENCE**

The following is added to paragraph 2 **Duties in the Event of Occurrence, Offense, Claim or Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- a. Notice of an "occurrence" or of an offense which may result in a claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence shall not be deemed a violation of this condition unless such "occurrence" or offense becomes known to. you, or one of the following if designated by you to give such notice: your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator)., However, you or your designated representative must give us notice as soon as practicable after being made aware that the particular claim.
- b. Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.
- c. This provision does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

#### **M. WAIVER OF SUBROGATION**

The following is added to paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

#### **N. BROADENED CONTRACTUAL LIABILITY – WORK WITHIN 50' OF RAILROAD PROPERTY**

Paragraph 9.c. of the definition "Insured Contract" under **SECTION V – DEFINITIONS** is deleted and replaced with the following:

"Insured contract" means any easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad.

Paragraph f.(1) of 9. "Insured contract" under **SECTION V – DEFINITIONS** is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**This Endorsement Changes The Policy. Please Read It Carefully**

## **BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT – NEW YORK**

This endorsement modifies insurance provided by the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

**A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.**

Item 1. Who is an Insured of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability com-any, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
  - (1) coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
  - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented

under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

**B. Increase Of Loss Earnings Payment**

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

**C. Limited Automatic Towing Coverage**

Item 2. **Towing**, of Paragraph A. **Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for "autos" other than private passenger types is \$250;
- b. The limit for "autos" of the private passenger type is as shown in the Declarations;
- c. No deductible applies to this coverage.

- D. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:**

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

- E. Increase Of Transportation Expense Coverage**

Subpart a. **Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- F. "Personal Effects" Coverage**

Item 4. **Coverage Extensions of Paragraph A. Coverage, under SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to add:**

**"Personal Effects" Coverage**

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

- G. "Downtime Loss" and Rental Reimbursement Coverage**

Item 4. **Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:**

**"Downtime Loss" and Rental Reimbursement Coverage**

We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" and rental reimbursement beginning on the 6<sup>th</sup> day after:
  - (1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or
  - (2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:
    - (a) You have a spare or reserve "auto" available to you to continue our operations.
    - (b) You purchase a replacement "auto".
    - (c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
    - (d) You reach the 30 day maximum coverage.

- H. "Personal Effects" Exclusion**

Paragraph B. **Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:**

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.
- d. Contraband or property in the course of illegal transportation or trade.

- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

**I. Accidental Airbag Discharge Coverage**

Item 3.a. of Paragraph B. Exclusions under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

**J. Aggregate Deductible**

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**K. Diminishing Deductible**

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

| Loss Free Policy Periods<br>With the Expansion<br>Endorsement | Deductible<br>Reduction on the<br>first "loss" |
|---------------------------------------------------------------|------------------------------------------------|
| 1                                                             | 0%                                             |
| 2                                                             | 25%                                            |
| 3                                                             | 50%                                            |
| 4                                                             | 75%                                            |
|                                                               |                                                |

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed. However at no time shall the deductible be less than \$50 on Comprehensive and \$100 on Collision, if these coverages are provided.

**L. Knowledge of Loss and Notice To Us**

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, as soon as reasonably possible notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

**M. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**N. Insurance is Primary and Noncontributory**

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance.



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)<br/> <b>Troy Sand &amp; Gravel Co., Inc.</b><br/> <b>PO Box 189</b><br/> <b>Watervliet, NY 12189</b></p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured<br/> <b>800-252-8589</b></p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number<br/> <b>20-2762181</b></p>                                                                                                                                                                                                                                 |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br/> <b>Town of Rotterdam</b><br/> <b>1100 Sunrise Boulevard</b><br/> <b>Rotterdam NY 12306</b></p>                                                                                                                | <p>3a. Name of Insurance Carrier<br/> <b>Security National Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/> <b>SWC1386887</b></p> <p>3c. Policy effective period<br/> <b>3/31/2022</b> to <b>3/31/2023</b></p> <p>3d. The Proprietor, Partners or Executive Officers are<br/> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)<br/> <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

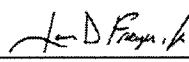
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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: James D. Freyer, Jr  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  7/6/2022  
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-703-1391

**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.



**Workers'  
Compensation  
Board**

## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)<br/> Troy Sand &amp; Gravel Co., Inc.<br/> PO Box 189<br/> Watervliet, NY 12189</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p> | <p>1b. Business Telephone Number of Insured<br/> 800-252-8589</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number<br/> 20-2762181</p>                                                       |
| <p>2. Name and Address of Entity Requesting Proof of Coverage<br/> (Entity Being Listed as the Certificate Holder)<br/> Town of Rotterdam<br/> 1100 Sunrise Boulevard<br/> Rotterdam NY 12306</p>                                                                                                                | <p>3a. Name of Insurance Carrier<br/> The Guardian Life Ins Co of America</p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/> 00933771</p> <p>3c. Policy effective period<br/> <u>3/31/2022</u> to <u>3/31/2023</u></p> |

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 7/6/2022

By

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

Telephone Number 315-703-1391

Name and Title CEO

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

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

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

#### State of New York Workers' Compensation Board

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

Date Signed \_\_\_\_\_

By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_

Name and Title \_\_\_\_\_

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



## Additional Instructions for Form DB-120.1

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

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices 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 Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and 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.

Town of Rotterdam  
Addendum No. 1  
6/14/2022

Re: Town of Rotterdam, Grinding of Brush, Yard Waste and Wood

From: Town of Rotterdam

To: Prospective Bidders

This addendum forms a part of the documents and modifies the original Bidding Documents dated June 10, 2022 as noted below. ACKNOWLEDGE the receipt of this addendum in the space provided and attach it to the bid forms. Failure to do so may subject the bidder to disqualification.

Changes to Bid Due Date:

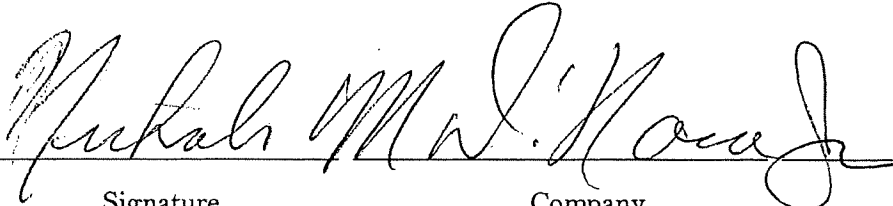
The bid due date for the Town of Rotterdam Grinding and Removal of Brush, Yard Waste and Wood will be extended from 6/20/2022 @ 10:00 am to June 21, 2022 at 10:00 am for the following reason:

The offices at Rotterdam Town Hall will be closed on June 20, 2022 in observance of Juneteenth.

Town of Rotterdam

Addendum No. 1

6/14/2022

  
Signature Company Date 6/21/2022

Bid Submitted by:



3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

**Request for Bid:**

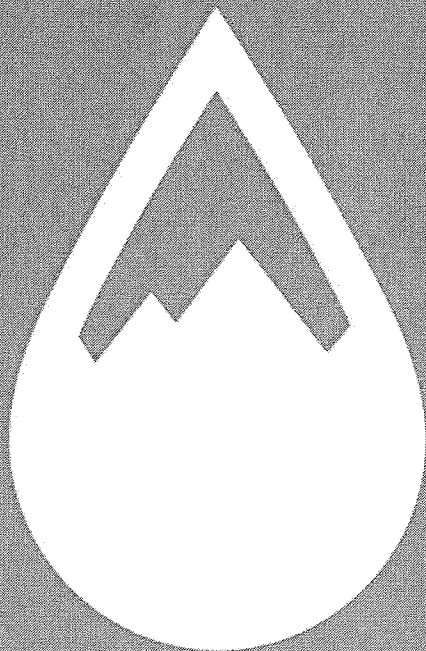
Grinding and Removal of Brush, Yard  
Waste and Wood

**Submitted to:**

Town of Rotterdam  
Compost Transfer Facility  
23 West Campbell Road  
Rotterdam, NY 12306

Submitted via Online

<http://www.bidnetdirect.com/townofrotterdam>



**Due Date:**

June 20, 2022 at 10:00 AM



June 20, 2022

*Submitted via Online*

Town of Rotterdam  
Compost Transfer Facility  
23 West Campbell Road  
Rotterdam, NY 12306

RE: ***Town of Rotterdam***  
***Grinding and Removal of Brush, Yard Waste and Wood***

To Whom It May Concern,

Denali Water Solutions LLC ("Denali" or "Denali Water") is the respondent to the Town of Rotterdam for the Grinding and Removal of Brush, Yard Waste and Wood project. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the Town of Rotterdam's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the Town of Rotterdam to engage trusted biosolids experts throughout the term of the project.

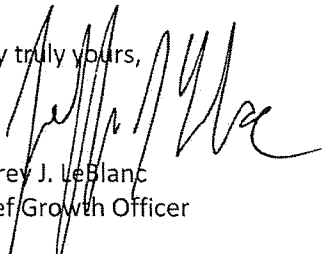
The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the United States.

Denali is prepared to enter into an agreement with the Town of Rotterdam for the Grinding and Removal of Brush, Yard Waste and Wood project. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at [jeffrey.leblanc@denaliwater.com](mailto:jeffrey.leblanc@denaliwater.com). Again, thank you for the opportunity to submit our bid to the Town of Rotterdam and we look forward to the next steps.

Thank you.

Very truly yours,

  
Jeffrey J. LeBlanc  
Chief Growth Officer

Town of Rotterdam  
Addendum No. 1  
6/14/2022

Re: Town of Rotterdam, Grinding of Brush, Yard Waste and Wood

From: Town of Rotterdam

To: Prospective Bidders

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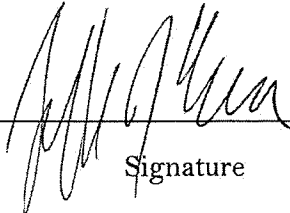
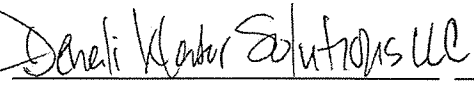
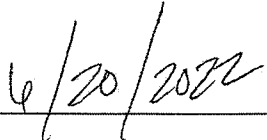
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The offices at Rotterdam Town Hall will be closed on June 20, 2022 in observance of Juneteenth.

Town of Rotterdam

Addendum No. 1

6/14/2022

|                                                                                     |                                                                                      |                                                                                       |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|  |  |  |
| Signature                                                                           | Company                                                                              | Date                                                                                  |



Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

#### Addendum Description

In reference to addendum No.1, the Grinding and Removal of Brush, Yard Waste and Wood, this bid should have been changed to 6/21/22 for a close and opening of bids at 10AM.

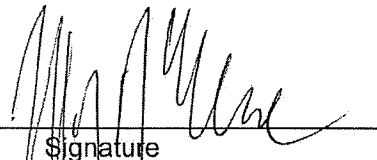
#### Notice Modifications

| Notice Information | From Value               | To Value                 |
|--------------------|--------------------------|--------------------------|
| Closing Date       | 6/20/22 10:00 AM EST/EDT | 6/21/22 10:00 AM EST/EDT |

#### Category Modifications

|                     |
|---------------------|
| Added Categories    |
| No Categories Added |

|                       |
|-----------------------|
| Removed Categories    |
| No Categories Removed |



Signature  
Jeffrey J. LeBlanc, Chief Growth Officer

Denali Water Solutions LLC

Company

06/20/2022

Date

**GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD  
TOWN OF ROTTERDAM COMPOST TRANSFER FACILITY**

This bid proposal is submitted to the Empire State Purchasing Group on BidNet Direct for the Town of Rotterdam at: <http://www.bidnetdirect.com/townofrotterdam>.

By: Denali Water Solutions LLC  
(Name of Bidder)

The undersigned, as bidder, agrees to furnish labor, equipment and materials as specified in the bid/contract documents, and declares that no person or persons, other than those named herein, are interested in this bid; that this bid is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work; that no person or persons acting in any official capacity for the town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Bid is accepted, to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the town as therein set forth, and that he will take in full payment therefor, the lump sum price as hereinafter set forth, and further states as follows, to wit:

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter upon demand into an agreement with the town in the form included in the bid and contract documents for the contract price and within the contract time indicated in accordance with the other terms and conditions of the bid and contract documents.
2. The bidder accepts all of the terms and conditions stated in the town's standard bid forms and documents. This bid shall remain subject and open to acceptance by the town for the specified number of calendar days after the day of bid opening.
3. In submitting this bid, the bidder represents, as more fully set forth in the agreement, that bidder has examined copies of all the bid and contract documents and receipt of the town's standard bid forms and documents are hereby acknowledged.
4. The bidder acknowledges that it has familiarized itself with the nature and extent of the bid forms and documents, work, sites, locality, all local conditions, and laws, rules, and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
5. The bidder agrees that the work shall be completed in accordance with the bid and contract documents.

6. Communications concerning this bid shall be addressed to the bidder at the following address:

3308 Bernice Avenue, Russellville, AR 72802

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7. The bidder agrees to commence work within ten (10) calendar days from the date indicated in the Notice to Proceed.
8. The bidder agrees that work completed for approval will be material processed, ground and hauled off site by the total amount of cubic yards. Payment shall be made within forty-five (45) days after the submission of billing.
9. The bidder certifies that it has physically inspected the site at located at 23 W. Campbell Road, Rotterdam, NY 12306.
10. The lump sum bid price for processed ground yard waste hauled off site per cubic yard shall include all of the bidder's costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, permit fees, dumping fees, disposal fees, and all else incidental and necessary to complete the work.
11. The 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 bid price may be extended to a second and third year.
12. The bidder certifies that it will dispose of all of the material ground at 23 West Campbell Road, shall be disposed of in a manner that complies with the federal and state laws, rules and regulations. The bidder certifies it shall dispose of the material in the following manner and shall specify name and street address of any applicable disposal facility and attach a copy of permit(s) to utilize said facility):

See Attached

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The bidder hereby agrees, if its bid is accepted and it is awarded the contract, to complete the on-site grinding, and removal and disposal of all of the of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which is stockpiled at the Town of Rotterdam Compost Transfer



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**

CTI AGRI-CYCLE LLC  
PO Box 580  
Amherst, MA 01004-0580  
(413) 552-3688

**Facility:**

AGRI-CYCLE COMPOSTING FACILITY  
BELLE RD  
BUSKIRK, NY 12028

**Facility Location:** in CAMBRIDGE in WASHINGTON COUNTY

**Facility Principal Reference Point:** NYTM-E: 627.8      NYTM-N: 4760.2  
Latitude: 42°59'01.4" Longitude: 73°25'57.0"

**Authorized Activity:** Operation of a solid waste composting facility, in accordance with 6 NYCRR Part 360, Subpart 361-3 and the attached special conditions. The facility accepts primarily paper mill sludge and yard trimmings for composting using the windrow composting method. Finished compost is distributed in bulk as a soil amendment.

**Permit Authorizations**

**Solid Waste Management - Under Article 27, Title 7**

Permit ID 5-5322-00022/00003

Renewal

Effective Date: 7/28/2021

Expiration Date: 7/27/2026

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

Permit Administrator: BETH A MAGEE, Deputy Permit Administrator

Address:                NYSDEC Region 5 Warrensburg Sub-Office  
                             232 Golf Course Rd  
                             Warrensburg, NY 12885

Authorized Signature: \_\_\_\_\_

Date 7 / 28 / 21



## Permit Components

### SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

## SOLID WASTE MANAGEMENT PERMIT CONDITIONS

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by CHA dated December 2020 and received by the DEC on December 9, 2020 on except as required by the permit conditions herein or with applicable regulations.
- 2. Authorized Feedstocks** Types of waste received and processed at this facility shall be limited to yard trimmings, paper mill sludge, unadulterated/uncontaminated wood, food waste and manure.
- 3. Maintenance and Availability of Records** All manuals, plans, reports and logs required by Part 360 and this permit must be maintained and available for reference and inspection at the facility. These manuals, plans, etc. must be updated, at a minimum, upon each renewal of the permit to operate or when procedures change.
- 4. Facility Operation** The operation of the facility shall be in accordance with the provisions of this permit, 6 NYCRR Part 360 and Subpart 361-3 and the Facility Manual prepared by CHA dated December 2020. Where discrepancies exist with the Facility Manual, the permit conditions and the regulations shall take precedence.
- 5. Submissions** Unless otherwise specified, all submissions required by this permit shall be made electronically (PDF format) by email to the Region 5 Regional Materials Management Engineer, or designee. All requests for modification and/or renewal of this permit shall be made in writing to the Division of Environmental Permits office at the above address.
- 6. Quarterly Reports** A quarterly report shall be submitted by the permittee within 45 days of the end of the reporting period. For the purposes of this permit, the reporting periods shall be the quarters ending December 31, March 31, June 30 and September 30. Included in the report shall be a complete listing of all waste sources and approximate quantities of waste. Permittee shall use forms provided by the DEC.
- 7. Wood** Unadulterated, uncontaminated wood shall be accepted at the facility exclusively for processing into the composting activity at the Agri-Cycle facility.



**8. Receipt of Paper Mill Sludge** The permittee is currently authorized to accept paper mill sludge from:

1. Kimberly-Clark Corp., Ancram, NY
2. Cottrell Paper Co., Inc, Rock City Falls, NY
3. Onyx Specialty Papers (formerly Mead Specialty Paper Div), Lee, MA
4. Mohawk Paper, Cohoes, NY
5. Scott Paper Co (formerly Irving Tissue), Fort Edward, NY
6. Essity (formerly Encore and SCA), So Glens Falls, NY
7. Crane & Co, Dalton, MA
8. Hollingsworth & Vose, Greenwich, NY
9. Interface Solutions, Hoosick Falls, NY
10. BBA Nonwovens (cotton fiber)

Prior to accepting sludge from other paper mills, written approval is required from the Department's Regional Division of Materials Management office.

**9. PFAS Sampling** The permittee shall obtain analytical results for PFOA and PFOS from all paper mill sludge sources prior to acceptance, and from all finished compost prior to distribution. Sampling shall be in accordance with the schedule contained in the Facility Manual and shall be performed in accordance with the Department guidance *Sampling, Analysis and Assessment of Per-and-Polyfluoroalkyl Substances (PFAS)* dated January 2021. Paper mill sludge which exhibits total PFOA concentration greater than 0.66 ppb or total PFOS concentration greater than 0.88 ppb shall not be accepted at the facility. Finished compost which exhibits total PFOA concentration greater than 0.66 ppb or total PFOS concentration greater than 0.88 ppb shall be managed as *solid waste* and disposed of at an authorized solid waste management facility.

**10. Temperature Monitoring** Temperature monitoring records must be maintained to demonstrate that adequate thermophilic, aerobic decomposition is occurring in the windrows.

**11. Solid Waste Acceptance** The permittee must not accept solid waste that originates from any New York State municipality which has not completed a comprehensive recycling analysis (CRA) satisfying the requirements of section 360.11 unless, either another municipality prepares an approved CRA and the CRA addresses the waste stream of that municipality, or a local solid waste management plan which satisfies the requirements of Part 366 has been approved.

**12. Incoming Waste** All incoming waste must be processed into windrows within seven days of acceptance at the facility. This requirement does not apply to bulk leaves or woodchips.

**13. Surface Water and Groundwater Sampling** Groundwater and surface water sampling and analysis shall be conducted twice a year (spring and fall). Analytes for the first round of sampling shall be the baseline parameters of 363-4.6(h) with subsequent sampling for the routine parameters of 363-4.6(h). Sampling points shall be those previously approved by the DEC per the original Project Narrative for Agri-Cycle of Washington County dated November 6, 1991. Sample collection, handling and analysis shall be performed as specified in 363-4.6.



**14. Retention Pond Sampling** The retention pond shall be sampled twice a year for the routine parameters of 363-4.6(h). Sample collection must occur concurrently with sampling required per SPDES Permit No. NY-0265276 (DEC permit # 5-5322-00022/00005). Sample collection, handling and analysis shall be performed as specified in 363-4.6.

**15. Financial Surety** Within 30 days of the effective date of this permit, the permittee shall establish an irrevocable trust fund in the amount of \$50,925 to provide financial assurance for facility closure, as required by section 360.22. The facility's annual report shall include an annual cost estimate adjustment and the surety instrument shall be modified accordingly.

**16. Yearly Capacity** Yearly capacity is limited to 35,000 cubic yards of yard trimmings and 17,500 cubic yards total of other authorized feedstocks combined (Condition #2) entering the facility per year.

**17. Phase 1 Only** This permit is for operation of Phase I of the facility only. Operation of Phases II and III must be preceded by DEC approval and a modification of this permit. The Phases are defined and delineated in the original Project Narrative for Agri-Cycle of Washington County dated November 6, 1991.

**18. Fields** Under no circumstances are any materials to be placed on the adjacent fields which are part of Brownfield Cleanup Program Site No. C558043 without prior Department approval. Under no circumstances are any materials to be placed on fields that are owned, occupied, leased or operated by Agri-Cycle of Washington County Inc, CTI Agri-Cycle LLC, or any of their subsidiaries or related companies or individuals without prior Department approval. This prohibition includes placement of material for curing, placement of compost, or placement of material for any other purpose.

**19. Variances** The Permittee has previously applied for, and been granted, the following variances:

- A. 6/15/04 – Variance from the requirement of 6NYCRR 360-5.5(c)(6) [now 361-3.2(e)(23)] regarding particle size of the compost product. In order to maintain this variance, the Permittee shall submit an annual, third party, Certified Nutrient Management Planner's (CNMP) report as part of the required annual report. The CNMP report shall include, but not necessarily be limited to: the location of each field where the compost product was applied and the acreage used for application; the crops grown on each field; the quantity of product applied on each field; an assessment of the impact of product use on plant growth and recommendations, if any, to promote better growth in subsequent use (such as changing application rates); and an assessment of any difficulties encountered due to wood material, clumps of paper mill sludge, or other variations in the product.
- B. 4/29/08 – Variance from the requirement of 6NYCRR 360-5.5(e)(3) [now 361-3.2(e)(28)] regarding finished compost sampling frequency. The Permittee is authorized to conduct monthly sampling and analysis of finished compost in lieu of weekly sampling.



**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 5 Warrensburg Sub-Office  
232 Golf Course Rd  
Warrensburg, NY12885

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;



- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

|                                                    |
|----------------------------------------------------|
| <b>NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS</b> |
|----------------------------------------------------|

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

**Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

**Item D: No Right to Trespass or Interfere with Riparian Rights**

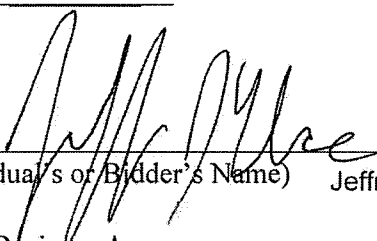
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Facility, located at 23 West Campbell Road, Rotterdam, NY 12306, in full accordance with the bid and contract documents, for processed yard waste hauled off site per cubic yard.

\$ 8.48 Per Cubic Yard  
Eight 48/100 Dollars Per Cubic Yard  
(In Words)

Date: 06/21/2022



By:  (Corporate Seal)  
(Individual's or Bidder's Name) Jeffrey J. LeBlanc, Chief Growth Officer

Doing Business As: Denali Water Solutions LLC

Business Address: 3308 Bernice Avenue, Russellville, AR 72802

Telephone Number: (479) 498-0500 (315) 374-8645

Email Address: jeffrey.leblanc@denaliwater.com

glen.knecht@denaliwater.com

PARTNERSHIP:

By: N/A (Seal)  
(Firm Name)

By: \_\_\_\_\_  
(General Partner)

Doing Business As:

Business Address:

Telephone Number:

Email Address:

\_\_\_\_\_  
(State of Corporation)

By: \_\_\_\_\_  
(Name of Person Authorized to Sign)

Attestation: \_\_\_\_\_  
(Secretary)  
Business Address:

Telephone Number:

Email Address:

JOINT VENTURE:

By: \_\_\_\_\_ N/A

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(Name)

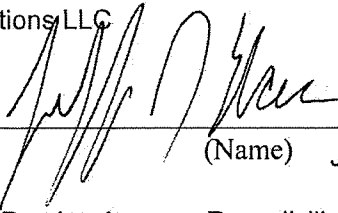
\_\_\_\_\_  
(Address)

(Each joint venture participant must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above)

LIMITED LIABILITY COMPANY:

Denali Water Solutions LLC

By: \_\_\_\_\_



(Name)

Jeffrey J. LeBlanc, Chief Growth Officer

3308 Bernice Avenue, Russellville, AR 72802

(Address)

Business Address:

Telephone Number: (479) 498-0500 or (315) 374-8645

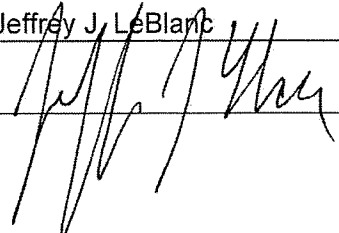
Email Address: jeffrey.leblanc@denaliwater.com or glen.knecht@denaliwater.com

## 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: Denali Water Solutions LLC

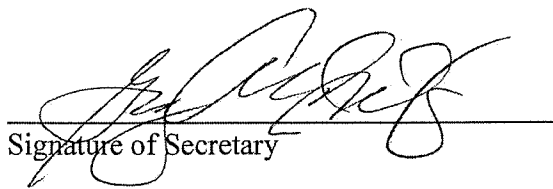
Signed by: Jeffrey J. LeBlanc Title: Chief Growth Officer

Signature:  Date: June 20, 2022

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

Resolved that Jeffrey J. LeBlanc be authorized to sign and submit the bid or proposal of this corporation for Denali Water Solutions 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 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 Denali Water Solutions LLC corporation at a meeting of its board of directors held on the 11th day of January 2020, ~~2008~~

  
\_\_\_\_\_  
Signature of Secretary



(SEAL OF THE CORPORATION)

**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:

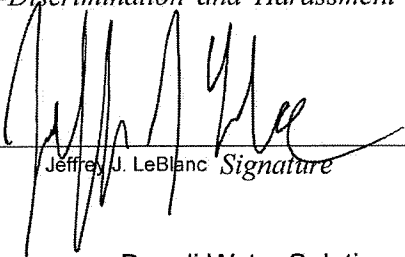
Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Town of Rotterdam Harassment Policy Clause**

*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.*

  
\_\_\_\_\_  
Jeffrey J. LeBlanc Signature

Denali Water Solutions LLC  
\_\_\_\_\_  
Name of Company or Corporation

3308 Bernice Avenue  
\_\_\_\_\_  
Address

Russellville, AR 72802  
\_\_\_\_\_  
City, State Zip

# Department of State Division of Corporations

## Entity Information

[Return to Results](#)[Return to Search](#)

### Entity Details

**ENTITY NAME:** DENALI WATER SOLUTIONS LLC**DOS ID:** 5798691**FOREIGN LEGAL NAME:****FICTITIOUS NAME:****ENTITY TYPE:** FOREIGN LIMITED LIABILITY COMPANY**DURATION DATE/LATEST DATE OF DISSOLUTION:****SECTION OF LAW:** 802 LLC - LIMITED LIABILITY COMPANY LAW**ENTITY STATUS:** ACTIVE**DATE OF INITIAL DOS FILING:** 07/28/2020**REASON FOR STATUS:****EFFECTIVE DATE INITIAL FILING:** 07/28/2020**INACTIVE DATE:****FOREIGN FORMATION DATE:** 01/07/2008**STATEMENT STATUS:** CURRENT**COUNTY:** ALBANY**NEXT STATEMENT DUE DATE:** 07/31/2022**JURISDICTION:** DELAWARE, UNITED STATES**NFP CATEGORY:**

### ENTITY DISPLAY

#### Service of Process Name and Address

**Name:** C/O CORPORATE CREATIONS NETWORK INC.**Address:** 600 MAMARONECK AVENUE #400, HARRISON, NY, UNITED STATES, 10528

#### Chief Executive Officer's Name and Address

**Name:****Address:**

#### Principal Executive Office Address

**Address:**

#### Registered Agent Name and Address

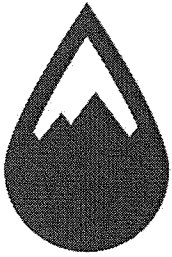
**Name:** CORPORATE CREATIONS NETWORK INC.**Address:** 600 MAMARONECK AVENUE #400, HARRISON, NY, 10528

#### Entity Primary Location Name and Address

**Name:****Address:**

#### Farmcorpflag

**Is The Entity A Farm Corporation:** NO



## STATEMENT OF QUALIFICATIONS

Denali Water has been in the business of providing residuals management services for the last 25 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

### History

Denali Water was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali Water was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.



### The Denali Team

We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

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**ANDY MCNEILL - CHIEF EXECUTIVE OFFICER**



With over 15 years of industry experience Andy has led as CEO since 2002. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

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**JEFFREY J. LEBLANC – CHIEF GROWTH OFFICER / PRESIDENT**



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is now the Chief Growth Officer, responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

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**CHIEF FINANCIAL OFFICER – ROB CURREY**



Rob Currey serves the company as its Chief Financial Officer. Rob's professional experience has been focused on the intersection of entrepreneurship, energy and resource use, and environmental stewardship. Rob's diverse background spans private equity investing, renewable-energy project development, corporate strategy at a large multinational company, and most recently, CFO roles at companies focused on delivering municipal wastewater systems and services. Rob received a graduate degree from Duke University with a Master of Environmental Management. Rob pursued his undergraduate studies at Princeton where he earned his Bachelor of Science degree in Engineering, and where he played varsity football.

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**CHIEF INFORMATION OFFICER – TODD SIMS**



Todd is a highly talented, well-organized executive professional with more than 20 years of progressive and dynamic management experience in fast-paced and rapid-changing environments. Todd is a visionary leader with strong organizational and time management skills, which are crucial in coordinating business functions and ensuring the fulfillment of all requests and timelines.

Todd was formerly in the position of Chief Operations Officer at Terra Renewal Services and played an integral part in the growth from a small specialty waste company to the 23<sup>rd</sup> largest waste company in the United States, handling residuals from food processors, municipal plants, restaurants, and oil and gas production wells. He built out several platform businesses in the specialty waste and environmental services markets including: yellow grease collection and refining, handling of oil & gas frac fluids, drilling mud, produced waters, crude oil, and nitrogen, and also managed wastewater residuals and sludges, dredging, hydroblasting,

hydroexcavation, and land application.

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#### CHIEF ENVIRONMENTAL OFFICER – JIMMY MARDIS



Jimmy is Denali's Chief Environmental Officer with over 25 years of experience in the Environmental Management food industry, with a focus on environmental. He also served for seven years as a pilot in the United States Air Force. Jimmy is a founding Board Member of the Illinois River Water Shed Partnership and Board Member for Shiloh Christian School. He lives and works in Rogers, AR with his wife Terri.

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#### VICE PRESIDENT, SALES & DEVELOPMENT – GLEN KNECHT



Glen has nearly 25 years of experience in Sales Management within various industries, focusing on waste management, environmental awareness, and relationship building. He has worked in the residuals management industry for the past ten years. Glen joined Denali in 2020 to grow the municipal business in the Northeast. Glen holds a bachelor's degree in Business/Sociology from the University of South Carolina and volunteers with nonprofit organizations in his community.

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#### VICE PRESIDENT, HUMAN RESOURCES - LINDSEY HILL



Lindsey joined Terra Renewal Services in August 2009. She has held several positions with TRS and Denali Water Solutions, including the most recent position of Vice President, Human Resources. Lindsey attended the University of Central Arkansas and is a graduate of the Institute for Organization Management. Prior to joining Terra, Lindsey served as Vice President of the Russellville and Morrilton, AR Chambers of Commerce and held the certification of Professional Community and Economic Developer.

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#### DIRECTOR OF SAFETY - JASON R. RAMSEY



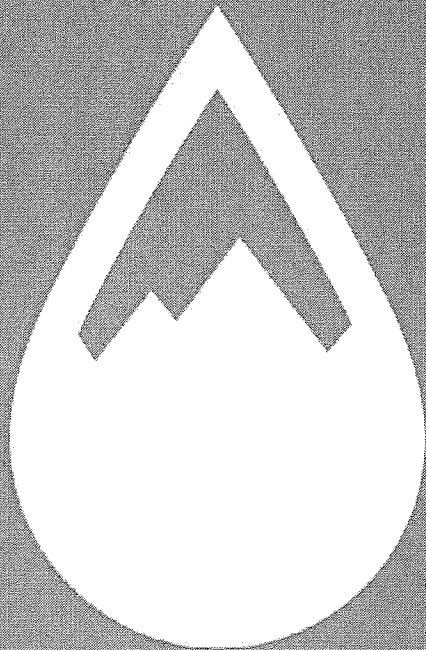
Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

# Denali

WATER SOLUTIONS

3308 Bernice Avenue  
Russellville, Arkansas 72802

(479) 498-0500  
[www.denaliwater.com](http://www.denaliwater.com)



**RESOLUTION NO. 210.22**

**TO AUTHORIZE PURCHASE OF SODIUM HEXAMETAPHOSPHATE**

**WHEREAS**, the publication of a Bid Notice, on BidNet seeking bids for the Town of Rotterdam's purchase of Sodium Hexametaphosphate was published on December 22, 2021; and

**WHEREAS**, on January 13, 2022 the bids received in response to the Bid Notice was opened; and

**WHEREAS**, Carus Corporation, P.O. Box 599, 315 5<sup>th</sup> Street, Peru IL 61354, submitted a bid for Sodium Hexametaphosphate at a price of \$83.00 per 50-pound bag; and

**WHEREAS**, by Resolution No. 71.22, the Town Board accepted and awarded a bid for the purchase of Sodium Hexametaphosphate for the Town of Rotterdam to Carus Corporation, P.O. Box 599, 315 5<sup>th</sup> Street, Peru IL 61354; and

**WHEREAS**, the Town of Rotterdam has received notification from Carus Corporation that due to producer supply and demand constraints, the price of Sodium Hexametaphosphate increased to \$113.00 per 50-pound bag; and

**WHEREAS**, Sodium Hexametaphosphate is necessary to treating the water supplied to Town residents and the Town of Rotterdam must acquire sufficient supplies of Sodium Hexametaphosphate; and

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

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board hereby authorizes the purchase of Sodium Hexametaphosphate from Carus Corporation, P.O. Box 599, 315 5<sup>th</sup> Street, Peru IL 61354, in an amount not to exceed \$113.00 per 50-pound bag.

**SECTION 2.** The Town Board reserves all of its legal rights with respect to purchasing pursuant to the original contract award pursuant to Resolution 71.22 to the fullest extent. Neither this Resolution 210.22, nor any purchases made pursuant to this Resolution 210.22, shall be deemed as any waiver of any rights or remedies the Town may have against Carus Corporation or any other supplier of Sodium Hexametaphosphate.

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

**SECTION 4.** This resolution shall become effective July 13, 2022

**DATED:** July 13, 2022

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

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: June 21, 2022

TO: Mollie A. Collins, Supervisor

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize purchase of Sodium Hexametaphosphate

TOWN BOARD MEETING: July 13, 2022

Background Information: Town Board accepted and awarded a bid for the purchase of Sodium Hexametaphosphate for the Town of Rotterdam to Carus Corporation in an amount not to exceed \$83.00 per 50-pound bag. Tight supply and demand constraints in the Sodium Hexametaphosphate industry, and the changes in available suppliers such that, Carus Corporation is still the lowest supplier of Sodium Hexametaphosphate available to the Town of Rotterdam.

Evaluation/Analysis: Town of Rotterdam has received notification from Carus Corporation that due to producer supply and demand constraints, the price of chlorine gas increased to \$113.00 per 50-pound bag.

Recommendation(s): Approve this sale and recognize this as an emergency relating to the purchase of Sodium Hexametaphosphate and that Carus Corporation is currently the lowest source thereof, and to authorize the purchase of Sodium Hexametaphosphate at the market price, but not to exceed \$113.00 per 50-pound bag.

Attachment/Document(s): Vendor price list, e-mail from Justin Peterson regarding Carus price increase, and resolution 71.22

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): Consistent with applicable legal requirements, including under General Municipal Law § 103

LEGISLATION WILL BE PREPARED BY: Supervisors Office

July 13, 2022

| Vendor           | Price            | Telephone Contact    | Price Expiration |
|------------------|------------------|----------------------|------------------|
| Shannon Chemical | \$127.27/50# Bag | 610-363-9090         | 6/30/2022        |
| Carus LLC        | \$113.00/50# Bag | 815-224-6503         | 7/31/2022        |
| Coyne Chemical   | \$144.92/50# Bag | (215)-785-3000 x7127 | 12/31/2022       |

## Megan Griffin

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**From:** Justin Peterson  
**Sent:** Friday, June 17, 2022 11:44 AM  
**To:** Megan Griffin  
**Cc:** [REDACTED]  
**Subject:** Fw: Sodium Hexametaphosphate price increase  
**Attachments:** 03-25-22 Innophos Price Increase Announcement.pdf; 05-01-22 ICL Price Announcement.pdf; 05-01-22 Innophos Price Increase Letter April 6 2022.pdf; 05-01-22 Nutrien Purified Phosphoric Acid price increase.pdf; 05-15-22 Prayon Price Announcement.pdf; 01-15-22 PRAYON Price Increase letter.pdf; 02-01-22 Nutrien Price Increase Letter.pdf; 03-15-22 Nutrien Purified Phosphoric Acid .pdf; 03-21-22 PRAYON Price Increase letter.pdf

Megan,

Here is the letter I received last month from the supplier. It is the only backup I have. I can also include updated pricing (as of 6/15) from the other suppliers that bid, they have all increased and the current supplier is still the lowest.

Justin

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**From:** Justin Peterson <jpeterson@rotterdamny.org>  
**Sent:** Wednesday, May 11, 2022 8:33 AM  
**To:** Mollie Collins <mcollins@rotterdamny.org>; Charles Jack Dodson <cjdodson@rotterdamny.org>; [REDACTED]  
**Subject:** Sodium Hexametaphosphate price increase

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**From:** Modlin, Elizabeth <Elizabeth.Modlin@carusllc.com>  
**Sent:** Tuesday, May 10, 2022 1:13 PM  
**To:** Justin Peterson <jpeterson@rotterdamny.org>  
**Subject:** Town of Rotterdam - Sodium Hexametaphosphate

Good afternoon, Justin.

Regarding our contract for sodium hexametaphosphate, severe circumstances have occurred in Carus' supply chain related to raw material pricing which has in turn severely impacted the ability to provide the finished product at the current price. Increased raw materials and logistics services as well as the general unavailability of standard transportation modes has resulted in significant and unprecedented negative economic impact on Carus' products cost structure. The following factors have significantly affected Carus' ability to provide product at the originally contracted price.

1. Global supply constraints related to India and China affecting supply of both domestic and import raw materials
2. Increase demand for phosphorus product in agriculture and industrial markets
3. Global transportation crisis affecting inbound and outbound delivery of finished goods
4. Volatile price environment yielding large increases in raw materials and transportation cost

These economic conditions are evidenced and documented by the attached recent raw material price increases and upward movement of the BLS Producer Price Index (PPI) for Chemical and Allied Products-Phosphates and Fertilizer materials.

| Industry: Chemicals & Allied Products |       |       |       |       |       |       |         |         |         |         |         |         |
|---------------------------------------|-------|-------|-------|-------|-------|-------|---------|---------|---------|---------|---------|---------|
| Product: Phosphates (5202)            |       |       |       |       |       |       |         |         |         |         |         |         |
| Year                                  | Jan   | Feb   | Mar   | Apr   | May   | Jun   | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     |
| 2021                                  | 204.7 | 219.3 | 244.3 | 257.5 | 285.2 | 296.2 | 311.718 | 317.608 | 329.525 | 339.356 | 357.581 | 370.654 |

| Industry: Chemicals & Allied Products |         |         |         |       |       |       |         |         |         |         |         |         |
|---------------------------------------|---------|---------|---------|-------|-------|-------|---------|---------|---------|---------|---------|---------|
| Product: Fertilizer materials (52)    |         |         |         |       |       |       |         |         |         |         |         |         |
| Year                                  | Jan     | Feb     | Mar     | Apr   | May   | Jun   | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     |
| 2021                                  | 228.4   | 243.6   | 262     | 276.4 | 298.1 | 319.1 | 332.201 | 333.324 | 343.919 | 371.464 | 401.768 | 436.355 |
| 2022                                  | 445.369 | 457.627 | 481.891 |       |       |       |         |         |         |         |         |         |

Consistent upward price increases in 2021 have been exacerbated in 2022 by recent world events placing even greater pressure on supply and price conditions globally. Specifically, the events in Russia/Ukraine have caused supply issues with key raw materials, and increased energy, and transportation costs. These effects are reported in the article links below, most notably the recent events resulted in a major Belarus Potash supplier declaring Force Majeure (Potash is a major raw material in the phosphate market) along with Russia halting exports of phosphates and fertilizers.

Given the significant change in the economy, inflationary pressures, and challenges, Carus requests the following temporary increase in prices effective immediately.

| Product                  | Current price | Requested price |
|--------------------------|---------------|-----------------|
| Sodium Hexametaphosphate | \$1.66/lb.    | \$2.26/lb.      |

This increase is requested in as much as the current supply side environment is in a state of flux and could very well become much worse. Future changes either up or down would, Carus recognizes, require collaboration between Rotterdam and Carus and approval in accordance with the statutory and/or municipal bidding requirements of Rotterdam. Carus suggests a regular review of current pricing and subsequent discussions in the event the market softens.

Thank you in advance for your cooperation and we look forward to working with you.



**Elizabeth Modlin**  
 Inside Sales Bid Analyst  
 815-224-6503  
[elizabeth.modlin@carusllc.com](mailto:elizabeth.modlin@carusllc.com)  
[carusllc.com](http://carusllc.com)

**RESOLUTION NO. 71.22**

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 26, 2022, at 7:00 p.m., the following resolution was duly adopted:

**AWARD THE BID FOR SODIUM HEXAMETAPHOSPHATE**

**WHEREAS**, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Monday, February 8, 2021 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 **CHRISTOU**, seconded by  
Councilmember **MASTROIANNI**,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam does hereby accept and award the bid for Sodium Hexametaphosphate for the Town of Rotterdam to Carus Corporation, P.O Box 599, 315 5<sup>th</sup> Street Peru, IL 61354

**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 26, 2022

**DATED:** January 26, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 26, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this January 28, 2022.

*Diane M. Marco*  
\_\_\_\_\_  
Diane M. Marco, Town Clerk



**RESOLUTION NO. 211.22**

**TO AUTHORIZE THE SUPERVISOR TO EXECUTE A THIRD AMENDMENT TO AN  
ENGINEERING CONSULTANT AGREEMENT**

**WHEREAS**, the Town Board of the Town of Rotterdam is a party to an existing agreement(Resolutions 196.19 , 77.20 & 169.22) with Greenman-Pedersen Inc.(GPI), for professional engineering services relating to water service/drainage improvements on Sartoli Avenue and Rome Avenue; and

**WHEREAS**, GPI engineering consultant proposed additional scope of services for: preparing a Metes and Bounds legal description and map of the proposed Town easement/taking as outlined in the mapping provided by the Town;

**THEREFORE, UPON MOTION OF** Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisors to negotiate and execute the third amendment to the engineering consultant Greenman-Pedersen Inc.(GPI) agreement for a total fee not to exceed Eight Hundred and Eighty Dollars and 00/100(\$880.00), for the Sartoli Avenue and Rome Avenue Drainage Improvements.

**SECTION 2.** This resolution shall become effective July 13, 2022

**DATED:** July 13, 2022

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

# TOWN OF ROTTERDAM

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



## LEGISLATIVE REQUEST FORM

DATE: June 24, 2022

TO: Mollie A. Collins, Supervisor

FROM: Charles Dodson, Deputy Supervisor

TITLE OF REQUEST: To authorize the Supervisor to execute a third amendment to an engineering consultant agreement.

TOWN BOARD MEETING: July 13, 2022

Background Information: The Town of Rotterdam is a party to an existing agreement with GPI for services relating to water services/drainage improvements on Sartoli Ave and Rome Ave., and they are requesting additional services, where there is a portion of land the Town is seeking an easement or taking from the City of Schenectady for maintenance of stormwater management facilities.

Evaluation/Analysis: Additional services are needed for GPI to prepare a Metes and Bounds legal description and map of the proposed Town easement/taking as outlined in the mapping provided by the Town, in the lump sum not to exceed \$880.00.

Recommendation(s): Approve the third amendment for GPI.

Attachment/Document(s): Agreement Resolution 196.19 , 77.20 first amendment, 169.22 second amendment, and proposed third amendment dated June 20, 2022.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

June 20, 2022

Mollie Collins, Supervisor  
Town of Rotterdam  
1100 Sunrise Boulevard  
Rotterdam, New York 12306

**RE: Proposal for Metes and Bounds Easement Survey  
Sartoli Avenue and Rome Avenue Drainage Improvements  
Town of Rotterdam, Schenectady County, NY**

Dear Ms. Collins,

GPI thanks you for the opportunity to present our proposal for professional survey services associated with the referenced project for the Town of Rotterdam. As we understand there is a portion of land the Town is seeking an easement or taking from the City of Schenectady for maintenance of stormwater management facilities.

**Scope of Services:**

GPI will prepare a Metes and Bounds Legal description and Map of the proposed Town easement/taking as outlined in the mapping provided by the Town, which is attached for reference.

**Deliverables:**

- Metes and Bounds Legal description
- 8.5" X 11" Map plan showing the area of the easement

**Schedule:**

Work will be completed within one week from formal authorization to proceed.

**Fee Estimate:**

The work described in the Scope of Services will be completed for a lump sum fee of **\$880.**

**Agreement:**

As formal authorization to proceed, please sign below and return to me.

Thank you for the opportunity to submit our proposal and feel free to contact me if you have any questions.

With Gratitude,  
**GPI/GREENMAN-PEDERSEN, INC.**



Ryan Trunko, PE  
Project Manager  
80 Wolf Road, Suite 300, Albany, NY 12205  
518-898-9551 | [rtrunko@gpinet.com](mailto:rtrunko@gpinet.com)

**Authorization**

Town of Rotterdam

Signature

Date

Print Name

Title



June 14, 2022

Parcels

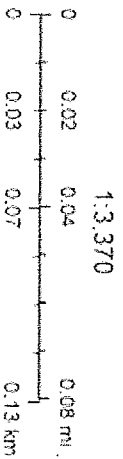
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0 0.03 0.07 0.13 km



June 14, 2022

Parcels



**ORIGINAL**

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 169.22**

**AUTHORIZE THE SUPERVISOR TO EXECUTE A SECOND AMENDMENT TO AN  
ENGINEERING CONSULTANT AGREEMENT**

**WHEREAS**, the Town Board of the Town of Rotterdam is a party to an existing agreement(Resolutions 196.19 & 77.20) with Greenman-Pedersen Inc.(GPI), for professional engineering services relating to water service/drainage improvements on Sartoli Avenue and Rome Avenue; and

**WHEREAS**, engineering consultant requests an amendment to the engineering agreement to perform additional scope of services for: Permitting and approvals; Final design; Contract documents; Advertisement; Bid opening and award; Construction support services; and Construction inspection services; NOW

**THEREFORE, UPON MOTION OF** Councilmember **CHRISTOU**, 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 the second amendment to the engineering consultant Greenman-Pedersen Inc.(GPI) agreement for a total fee not to exceed two-hundred thirty-nine thousand five hundred and sixteen and 00/100 (\$239,516.00), for the Sartoli Avenue and Rome Avenue Drainage Improvements.

**SECTION 2.** This resolution shall become effective May 11, 2022

**DATED:** May 11, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



*Diane M. Marco*

Diane M. Marco, Town Clerk

April 26, 2022

Mollie Collins, Supervisor  
Town of Rotterdam  
1100 Sunrise Boulevard  
Rotterdam, New York 12306

RE: **Sartoli Avenue and Rome Avenue Drainage Improvements**  
**Town of Rotterdam, NY**

Dear Ms. Collins:

GPI has provided design services for the above referenced project and to date we are approximately 85% complete with our efforts. The work included numerous meetings with Town staff and residents to go over the project; and the time and effort was much more than what we budgeted. As we discussed at our meeting, the major holdup from the design standpoint is the use of City property to construct and maintain the detention pond. Kate McGuirl of the Town has been working with the City and to date, it is my understanding that an agreement is not in place for the use of this property. There were also numerous changes that were made during the design process that included at one point removing the water system design on Sartoli Avenue because the Town was planning on doing the work. The water system work will be placed back in the project since the contractor will be performing the work. In addition, we completed a SAMS funding grant that was not included in our scope of work for the purpose of obtaining state funding for the water system and that involved a lot of coordination with the Town and Assemblyman Santabarbara's office. Thankfully, the funding has been awarded for the construction phase of the water system.

The following described the remaining work to complete the design, preparing project materials for bidding, obtaining an extension of the permits that were previously obtained from NYSDEC, and new scope of work that includes construction phase support and inspection services. Please note that the Task numbers below are a continuation to the tasks already established in our invoicing structure that has been used to date.

#### **ADDITIONAL SCOPE OF SERVICES**

##### **Task 4 – Permitting and Approvals**

- 4.01 **Advisory Agency Review** – GPI will forward the final plans and project manual to the City of Schenectady for review and comment. In addition, GPI will forward the plans to the Schenectady County Department of Health related to the new waterline on Sartoli Avenue and obtain their approval. GPI will address any comments received on the project.
- 4.02 **Permits and Approvals** –The project proposes to discharge into an unnamed stream that is tributary to the Lisha Kill. Filed investigation indicated the presence of State and Federal wetlands in or adjacent to the project area. During the preliminary design phase of this project, GPI submitted a Joint Application for Permit coverage for wetland impacts from the NYSDEC and ACOE. The ACOE Nationwide Permit 43 acquired for this project expires on March 18, 2022. The NYSDEC Freshwater Wetlands Permit acquired for this project will expire on December 10, 2022. GPI will coordinate with the respective agencies and get permit extensions to facilitate construction.
- 4.03 While the project proposes to disturb more than 1-acre of land, coordination with NYSDEC has confirmed that due to the nature of this project, coverage under NYSDEC SPDES General Permit GP-0-20-001 is not required.

#### **Task 5 – Final Design**

- 5.01** GPI will update the final design plans, specifications, estimate, and submit for review and approval to the Town. GPI will modify the design to reflect the any comments from the Town and finalize the plans for bidding. Final Plans are anticipated to consist of the following Drawings:
- Cover Sheet
  - Typical Sections
  - Detour Plan
  - Work Zone Traffic Control Notes
  - General Notes
  - Miscellaneous Details
  - Miscellaneous Tables
  - Overall General Plan
  - Kings Road, Sartoli and Martinalla Avenue Plans
  - Sartoli Avenue Profile
  - Erosion and Sediment Control Plans
  - Profiles and Typical Sections
  - Site Details
  - Water System Details
- 5.02** Final Engineer's Cost Estimate will be prepared that will include developing two separate shares since the waterline along Sartoli Avenue has received state funding and therefore this cost needs to be separated.

#### **Task 6 – Contract Documents**

- 6.01** GPI will update the complete package of bid-ready contract documents. The package will include:
- Instructions to bidders;
  - Bid documents;
  - Contract language, including applicable prevailing wage rates;
  - Special notes;
  - Specifications;
  - Plans;
  - SWPPP; and,
  - Other pertinent information.

GPI will submit two (2) copies of the contract documents to the Town for approval.

#### **Task 7 – Advertisement, Bid Opening and Award**

- 7.01** **Advertisement and Bidding** – GPI will prepare all bid documents on compact disk to the Town and will advertise the project. GPI will interpret plans and specification inquires by prospective bidders and issue contract addenda, if required.
- 7.02** **Bid Opening (Letting)** – The Town will hold the public bid opening and GPI will be present. It is assumed that a pre-bid meeting will not be required.
- 7.03** **Award** – The Town will forward all bids and GPI will analyze and tabulate the bid results. The analysis will include:
- Verifying the low bidder;
  - Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.);
  - Breaking the low bid into fiscal shares, if necessary;
  - Determining whether the low bid is unbalanced; and
  - Determining whether the low bidder is qualified to perform the work.

GPI will make a recommendation as to which contractor is the lowest responsible bidder. The Town will award the contract.

#### **Task 8 – Construction Support Services**

**8.01** This work is anticipated to include:

- Response to unanticipated and/or varying field conditions or changes in construction procedures and prepare Field Change Sheets modifying pertinent contract plan sheets.
- Analyze and make recommendations on the implementation of any changes proposed by the contractor.
- Review and approve shop drawings and contractor submittals for construction.
- Prepare As-Built plans based upon marked up set of plans and forward to the Town.

#### **Task 9 – Construction Inspection Services**

**9.01** GPI will provide, to the satisfaction of the Town contract administrator construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. GPI will assume responsibility, as appropriate, for the administration of the contract including maintaining project records and processing payments and work will include:

- Scheduling and coordinating and attending preconstruction/construction progress meetings.
- Assist the Contractor as required with contacting and coordinating any utility relocations.
- Responsible for ensuring conformance with the contract plans, specifications and construction bid documents and to ensure quality workmanship. This includes monitoring the daily execution and progress of construction at each intersection.
- Develop and document estimates of completed work and approving the contractor's payment requisitions; and forwarding to the City for final review and payment.
- Prepare the Daily Work Reports (DWR's) and provide the Town with a copy of written field inspection reports for all field visits and inspections at the completion of the project.
- Perform office work that includes tracking of all material quantities needed for payment to the Contractor.
- Verify that certifications, testing, and inspection of materials delivered to the project have been properly performed and documented. Work performed by the contractor that does not have the proper materials documentation will not be accepted and paid. This unacceptable work will be documented in the DWR's.
- Take measurements of all unit price items and compute areas and volumes of completed work.
- Verify that the contractor complies with all permit requirements.
- Digitally photograph the entire construction progress and provide the Town with a digital diary of the project on a CD at the completion of the project.
- Monitor the contractor's work zone vehicular and pedestrian traffic control on a daily basis.
- Review and coordinate any change order requests initiated by the City or the contractor, including any coordination needed with the designer of record.
- Coordinate with other project engineers on neighboring City project.
- Complete and submit to the Town all required project close-out documents, including but not limited to shop drawings and material/field testing reports.
- Field Office including all necessary furniture/equipment will be provided by the contractor, including paying all cost. The location of the field office will be determined prior to start of construction.

**9.02** The following field staff and anticipated duration is assumed as follows:

- The Construction Supervisor will visit the sites and attend Progress Meetings as needed to provide quality control review of all documents to ensure that all information is provided by the contractor and that federal funding reimbursement is ensured. The Construction Supervisor will also address any issues and concerns that the Resident Engineer will need assistance on, and all communication needed with the

Town is ongoing throughout construction.

- One (1) full time Resident Engineer and it is anticipated that a total duration of field inspection for the Resident Engineer (RE) is 4 months. It is assumed that the RE will work an average of 45 hours/week. Total Estimated field hours is 4 months x 4.33weeks/month x 45 hours/week = 780 hours.

**TOTAL COST**

Enclosed is our cost estimate to provide all the services stated herein. GPI can perform the above scope of work for a not to exceed fee of \$135,216.00. Invoices will be sent to the Town monthly, along with backup documentation.

GPI appreciates the opportunity to provide supplemental engineering services as part of the original contract for this project. If you have any questions, please contact me.

Authorization:

Mollie A. Collins  
Town of Rotterdam

5/13/2022  
Date

Sincerely,

GPI/GREENMAN-PEDERSEN, INC.

Fred C. Mastroianni

Fred C. Mastroianni, PE  
Vice President | Project Director

**RESOLUTION NO. 77.20**

**WHEREAS**, a tree field survey must be conducted to delineate the clearing limits for the Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue project; **NOW**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Supervisor of the Town of Rotterdam is hereby authorized to execute a change order with Greenman Pedersen, Inc. (GPI), located at 80 Wolf Road, Suite 300, Albany, New York 12205, in an amount not to exceed one thousand two hundred and 00/100 dollars (\$1,200.00), for a tree survey for the Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue project.

**SECTION 2.** This resolution shall become effective February 26, 2020.

**DATED:** February 26, 2020

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

January 17, 2020

1<sup>st</sup> Amendment

Steven Tommasone, Supervisor  
Town of Rotterdam  
1100 Sunrise Boulevard  
Rotterdam, New York 12306

RE: Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System  
on Sartoli Avenue, Town of Rotterdam, NY

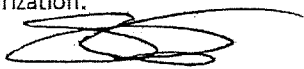
Dear Mr. Tommasone:

As per the e-mail I sent to you, Mickey Mahar, Kate McGuirl and Larry Lamora on January 15, 2020, the Sartoli Avenue and Kings Road Drainage Improvements will require permits from the Army Corps of Engineers (ACOE) and NYSDEC. We ran an official United States Fish and Wildlife Service (USFWS) Information for Planning, and Consolation (IPAC) report for potential federal endangered species and habitats on the project. The report indicated the potential presence of Northern Long-eared Bat (threatened species) and Karner Blue Butterfly (Endangered species). Further investigation of the Determination Key with the IPAC website determined the tree clearing for the project will not result in any bat impact if the trees are cut in the winter months. The Town of Rotterdam will need to cut the trees on or before March 31<sup>st</sup> to avoid any potential impacts. Since the permitting is not in place for wetland impacts at this time, the trees in that area will need to be cut but not grubbed to avoid ground disturbance.

A meeting was held with the Town's Highway Superintendent and potential tree clearing contractor to discuss the extent of the tree clearing. Typically, when tree clearing is done by a general contractor, they provide a field survey to their subcontractor to delineate the clearing limits. In speaking with the tree clearing contractor, he does not have the capabilities to perform the survey. As a result, GPI will be providing this service. In our contract with the Town, we did not budget this work.

We are proposing to have our staff provide the survey and mark the clearing limits. We anticipate a total of 10 hours of field work and the total cost is \$1,200.00. We also need to coordinate the tree clearing on lands owned by the City of Schenectady and get their permission/approval. This coordination effort will be performed under our current contract. Before the work is done, the Town may want to send a notice to the adjacent property owners indicating that this work will be forthcoming shortly. If the above proposal is acceptable, please sign and date below.

Authorization:

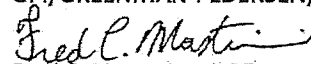


Steven Tommasone, Supervisor

2/26/2020  
Date

Sincerely,

GPI/GREENMAN-PEDERSEN, INC.



Fred C. Mastroianni, PE  
Vice President | Project Director

**RESOLUTION NO. 196.19**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Authorize the Supervisor to enter into an agreement with Greenman-Pedersen, Inc., 80 Wolf Road, Suite 300, Albany, New York 12205, for the Sartoli Avenue and Rome Avenue Drainage Improvements, Roadway Reconstruction, and New Water System in an amount not to exceed one hundred three thousand one hundred and 00/100 dollars (\$103,100.00).

**SECTION 2.** This resolution shall become effective June 26, 2019

**DATED:** June 26, 2019

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

June 14, 2019

Steven Tommasone, Supervisor  
Town of Rotterdam  
1100 Sunrise Boulevard  
Rotterdam, New York 12306

RE: Sartoli Avenue and Rome Avenue Drainage Improvements, Roadway Reconstruction and New Water System, Town of Rotterdam, NY

Dear Mr. Tommasone

Greenman-Pedersen, Inc. (GPI) performed a drainage study of the existing stormwater collection, conveyance and discharge system in the project area. The study included the watershed area associated with Peter Road, Casilla Road, Bill Road, Fred Road, Davendorf Road, Sherwood Road, Community Road, Highbridge Road and Kings Road and Sartoli Avenue.

The study determined that the stormwater collection system ultimately discharges to the drainage system along Sartoli Avenue and into an adjacent drainage channel located in the nature preserve area. The study concluded that a large Elliptical Pipe should be installed to outlet the upland stormwater and installed down Sartoli Avenue. In addition, an overflow pipe should be provided on a paper street located south of Sartoli Avenue to handle major rainfall events. The study also concluded that a separate drainage system be provided on Sartoli Avenue to handle collection and conveyance of stormwater in this watershed area. In addition, where stormwater is ultimately discharged, the existing drainage channel needs to be re-shaped to handle the flow since over the years, it has been filled in and not maintained. As part of the study, the Town wanted to include a new water system for both Sartoli Avenue and Rome Avenue since the existing homes via individual wells.

A final report was prepared and submitted to the Town, City of Schenectady and Schenectady County for review. The report included Concept Plans of the proposed drainage and water system improvements, along with preliminary cost to construct the improvements. Subsequent discussions were held with the City of Schenectady since they owned the land where the stormwater channel is located, and they were receptive to allowing the Town to perform the necessary work. Discussions were also held with Schenectady County since they own Kings Road, which is a critical part of the existing drainage system. From discussions with Schenectady County, they suggested evaluating and improving the drainage system on Kings Road and include these improvements as part of this project. In addition, it was suggested that the elliptical pipe be moved to the paper street instead of along Sartoli Avenue and make the pipe large enough to eliminate the need for an overflow system. This analysis was not performed to date due to budget limitations.

Additional meetings were held with the Town and Schenectady County and another option was mentioned, which is to outlet the stormwater around the midpoint of Sartoli Avenue and then run it to the drainage Channel. This option would require a permanent easement from the adjacent property to install and maintain the drainage system. In addition, a stormwater detention system should be provided so that the outlet does not create a problem further downstream.

Based upon the previous study findings and discussions with the Town, City of Schenectady and Schenectady County, the following is a detailed scope of design services:

## **SCOPE OF DESIGN SERVICES**

### **Section 1 – General**

- 1.01 Project Limits** – The project area shall be from the intersection of Highbridge Road and Kings Road to the intersection of Peter Drive and Kings Road. The limits include Sartoli Avenue, Rome Avenue and the existing drainage channel in the nature preserve area to a point where stormwater will adequately discharge. Along Sartoli Avenue, survey is to include two possible locations at the mid-point of the road and through a private property for out letting of the stormwater pipe.
- 1.02 Town's Contract Administrator** – Mr. Steven Tommasone, Supervisor
- 1.03 Meetings** – GPI will prepare for and attend meetings as directed by the Town's Contract Administrator. Meetings may be held to:
- ◀ Present, discuss, and receive direction on the progress and scheduling of work in this agreement;
  - ◀ Present, discuss, and receive direction on project specifics; and,
  - ◀ Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- 1.04 Progress Reports and Payment Requests** – GPI will prepare Progress Reports on a monthly basis that coincides with the Invoices for that reporting period. The final invoice will not exceed the lump sum fee unless otherwise approved via supplemental agreement by the Town.
- 1.05 Subcontractor** – None anticipated.
- 1.06 Pavement Cores** – None anticipated.

### **Section 2 – Data Collection & Analysis**

- 2.01 Design Survey:**
- ◀ Complete an existing survey and provide terrain data (existing features and appurtenances) required for design by means of a topographic field survey and locate all prominent features.
  - ◀ Conduct all surveys and provide digital terrain data required for design. All final graphical deliverables described in this section shall be provided both on paper media and digitally in 'CADD' format.
  - ◀ Utilize benchmarks based upon the State Plane Coordinate System based on North American Datum of 1983 for Horizontal Control.
  - ◀ Utilize any control points established by the County.
  - ◀ Collect survey data along the entire project corridor to consist of but not be limited to contours, edge of road, utility poles, drainage features, piping, control benchmarks, fixed objects, such as trees, drainage channels, vegetation coverage areas, and establish ground control. Stream alignment will be captured, and cross sections will be taken every 100'.
  - ◀ Locate the highway boundary lines and property lines within the survey band width, which is 60 feet along the roadways and the paper street. Perform a deed research as needed to determine ownership and width of the right of way along the roadways and width/ownership of the paper street.
  - ◀ A map showing the extent of the survey is provided with this scope of services.
- 2.02 Design Mapping** – GPI will provide the following design mapping:
- ◀ Provide 1" = 40' scale mapping (half size) within the project limits.
  - ◀ Locate all planimetric features with the survey limits noted under Section 2.01.
  - ◀ Spot elevations at critical areas will be shown.
  - ◀ Existing highway boundary and property lines.
  - ◀ Locate above ground utilities.
  - ◀ Below ground utilities will be mapped if present based upon field demarcation and/or information provided by the utility owners.

### **Section 3 – Preliminary Design**

- 3.01 Hydraulic Analysis** – A drainage analysis will be performed to consider discharging the stormwater as per the other options. A design memo will be prepared and forwarded to the Town and Schenectady County for review and comment. At this point, a decision will be made to where the stormwater will ultimately discharge.
- 3.02 Preliminary Plans and Cost Estimate** –will prepare the following drawings:
- ◀ 1" =40' scale plans showing (as a minimum) stationed centerlines; roadway geometrics; details associated with the road improvements including typical sections, new drainage system improvements, new water system improvements, any retention or detention stormwater facilities and limits of earthwork;
  - ◀ 1" =40' Horiz. /1" -8' Vert. scale plans showing existing profile, proposed profile, any utility crossings and drainage and water system improvements along Kings Road, Sartoli Avenue and Rome Avenue;
  - ◀ Profile of the drainage channel where stormwater will outlet; and,
  - ◀ Provide a preliminary cost estimate for the proposed improvements.
- 3.03 Advisory Agency Review** – GPI will forward the preliminary plans to Schenectady County, City of Schenectady, and any other agency for review and comment. GPI will address any comments received on the project from these agencies.
- 3.04 Permits and Approvals** – It is anticipated since the drainage channel is located within a nature preserve area, approvals will be needed from them, along with the City of Schenectady and Schenectady County. The project proposes to discharge into an unnamed stream that is tributary to the Lisha Kill. The drainage study also indicated the presence of State and Federal wetlands in or adjacent to the project area. GPI will complete an evaluation of the site to determine the absence/presence of federal and State regulated wetlands. The wetland evaluation will follow the guidelines outlined in the Corps of Engineers Wetland Delineation Manual (1987). Coordination with NYSDEC and ACOE will be required for the appropriate permits needed for the project.
- GPI will complete a search of the NYSDEC Wildlife Resource Center and U.S. Fish and Wildlife databases to determine if the project will affect any rare, endangered, or threatened species. During the wetlands delineation, our field biologist will also complete a review for rare, endangered, or threatened species to verify the documentation received from the NYSDEC Wildlife Resource Center and U.S. Fish and Wildlife databases.
- It is anticipated that the total area of disturbance will exceed the NYSDEC 1-acre threshold and, therefore, the project will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP). GPI will prepare a SWPPP and report in accordance with the requirements of NYSDEC SPDES General Permit GP-0-15-002. The Report will describe the analysis completed and our findings. Supplemental information required by the New York State Storm Water Management Design Manual will be included in the appendices and will include, but may not be limited to, existing and proposed drainage conditions mapping, the Notice of Intent (NOI), a Notice of Termination (NOT), Contractor Certification form, and system inspection and maintenance requirements. At this time, it is not expected geotechnical investigation is required.
- Additionally, there are several aerial utilities in the project area however it is anticipated that none will require relocation during construction. If this is determined necessary, GPI will assist the Town in preparing the relocation agreements with utility companies.
- 3.05 SEQRA** – GPI will perform environmental screenings of the project area and coordinate with required involved and interested agencies. This project will likely be considered a Type I and a full Environmental

Assessment Form (EAF) will be prepared along with supporting documentation. It is assumed that the Town will be determined the lead agency and that an Environmental Impact Statement will not be required.

#### **Section 4 – Final Design**

GPI will develop final design plans, specifications, estimate, and submit for review and approval. GPI will modify the design to reflect the any comments from the Town, City, County and permit agencies and finalize the plans for bidding. Final Plans are anticipated to consist of the following Drawings:

- ✦ Cover Sheet
- ✦ Existing Conditions
- ✦ Layout Plans
- ✦ Utility Plans
- ✦ Erosion and Sediment Control Plans
- ✦ Profiles and Typical Sections
- ✦ Site Details
- ✦ Water System Details
- ✦ Final Cost Estimate

#### **Section 5 – Contract Documents**

GPI will prepare a complete package of bid-ready contract documents. The package will include:

- ✦ Instructions to bidders;
- ✦ Bid documents;
- ✦ Contract language, including applicable prevailing wage rates;
- ✦ Special notes;
- ✦ Specifications;
- ✦ Plans;
- ✦ SWPPP; and,
- ✦ Other pertinent information.

GPI will submit two (2) copies of the contract documents to the Town for approval.

#### **Section 6 – Water District Extension**

- 6.01 Since a new water line is to be provided along Sartoli Avenue and Rome Avenue, GPI will prepare a revised water district mapping showing an extension of the existing district. GPI will prepare a design and technical report to meet the County Health Department's requirements for water system improvements and NYSDEC requirements for water district extensions. GPI will prepare the required descriptions and mapping to facilitate the district extension.
- 6.02 General hydraulic characteristics of the proposed line extensions will be run to verify adequate flow and pressure in the line extensions based on head loss flow calculations. Selected hydrant flow testing may be required unless current flow data is available.
- 6.03 GPI will perform up to two hydrant flow tests to estimate the hydraulic capabilities of the existing water mains to be extended along Sartoli and Rome Avenues. This information will be used in the limited evaluation of the current water system.

#### **Section 7 – Advertisement, Bid Opening and Award**

- 7.01 **Advertisement and Bidding** – GPI will prepare all bid documents on compact disk to the Town and the County will advertise the project. GPI will interpret plans and specification inquires by prospective bidders and issue contract addenda, if required.

- 7.02 **Bid Opening (Letting)** – The Town will hold the public bid opening and GPI will be present. It is assumed that a pre-bid meeting will not be required.
- 7.03 **Award** – The Town will forward all bids and GPI will analyze and tabulate the bid results. The analysis will include:
- ◀ Verifying the low bidder;
  - ◀ Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.);
  - ◀ Breaking the low bid into fiscal shares, if necessary;
  - ◀ Determining whether the low bid is unbalanced; and
  - ◀ Determining whether the low bidder is qualified to perform the work.

GPI will make a recommendation as to which contractor is the lowest responsible bidder. The Town will award the contract.

#### Section 8 – Right of Way

- 8.01 At this point since impact on right of way is not known, it is assumed that no right-of-way work shall be performed. One option will require the need for a permanent easement and the cost of providing a map is included herein.

Section 9 – Construction Support Services – If requested by the Town, GPI can provide this service under a supplemental agreement.

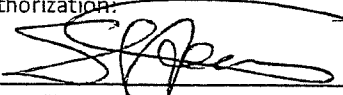
Section 10 – Construction Inspection Services – If requested by the Town, GPI can provide this service under a supplemental agreement.

#### TOTAL COST

GPI can perform the above scope of work for a not to exceed fee of \$103,100.00. Invoices shall be sent to the Town on a monthly basis along with backup documentation. Backup documentation related to the engineering cost is provided. Additional engineering and construction phase services, beyond the scope of the requested work, can be provided at the request of the client at an agreed upon rate.

GPI appreciates the opportunity to provide supplemental engineering services as part of the original contract for this project. If you have any questions, please call or e-mail me.

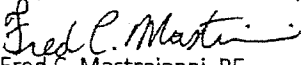
Authorization:

  
Steven Tommasone, Supervisor

6-26-2019  
Date

Sincerely,

GPI/GREENMAN-PEDERSEN, INC.

  
Fred C. Mastroianni, PE  
Vice President | Project Director