

MEETING OF THE ROTTERDAM TOWN BOARD

September 13, 2023

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

- Personnel matter relating to employee number 952023, with invited guests Elyane Gold, Angelique Bywater and Garry Costanzo.

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- To recognize the introduction of Introductory Local Law No. ___ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS RESOLUTIONS

- 263.23** To accept Town Board meeting minutes of August 9, 2023.
- 264.23** To appoint Daniel Marsello to the position of GIS/Maps/Location Worker.
- 265.23** To appoint William Oster to the position of Water & Sewer Maintenance Worker.
- 266.23** To amend Resolution 16.23 of the year 2023; Appoint Mark D'Alessandro as Senior Citizens Center Bus Driver.
- 267.23** To enact Introductory Local Law No. 8 of 2023; Establish a six (6) month moratorium prohibiting battery energy storage system installations
- 268.23** To enact Introductory Local Law No. 9 of 2023; Establish a six (6) month moratorium prohibiting wind generation system installations.
- 269.23** To enact Introductory Local Law No. 10 of 2023; To amend §266-50, Schedule X: Exclusion of certain vehicles.
- 270.23** To approve budget transfers to the 2023 budget.
- 271.23** To accept revenue for Town Clerk's office for August 2023.
- 272.23** To negotiate and execute an agreement with Cusack and Company, Certified Public Accountants LLC.
- 273.23** To negotiate and execute an agreement with Greenman-Pedersen Inc.(GPI) for professional engineering services of a whole building generator for the Rotterdam Senior Citizens Center.
- 274.23** To negotiate and execute an agreement with Greenman-Pedersen, Inc.(GPI) for professional engineering services on the NY Route 5S Bicycle and Pedestrian Access Improvements Project.
- 275.23** To negotiate and execute an agreement with A-Team Pump & Control Service, LLC.
- 276.23** To negotiate and execute an agreement with Barton and Logudice for a final asbestos inspection.
- 277.23** To adopt a negative declaration on a change of zone application; Michael and Cathrine McGuire – 2917 Hamburg Street.
- 278.23** To enact Introductory Local Law No. 11 of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from single-family residential (R-1) to retail business (B-1).

279.23 To approve the JCAP 2023-2024 Grant for the Justice Court.

280.23 To authorize Change Order No. 4 for Contract 1 of the Salt Storage & Yard Waste Processing Facility Project.

281.23 To recognize the introduction of Introductory Local Law ___ of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from two family residential R-2) to multiple family (R-3) and refer to the Planning Commission for report and recommendation.

282.23 To declare one police vehicle obsolete.

**LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT**

Mollie A. Collins, Supervisor

PUBLIC HEARING #1

To recognize the introduction of
Introductory Local Law No. __ of 2023
to amend §266-50, Schedule X:
Exclusion of Certain Vehicles, of the
Town Code of the Town of Rotterdam.

§ 266-50. Schedule X: Exclusion of Certain Vehicles.

In accordance with the provisions of § 266-17, all vehicles in excess of the indicated maximum gross weights are hereby excluded from the following:

Name of Street	Maximum Weight (tons)	Location
Amsterdam Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Argo Boulevard [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Arlene Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Bayberry Road	8	Entire length
Bernice Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Butler Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Cady Avenue [Added 6-14-1989 by L.L. No. 13-1989]	8	From its terminus to a point 225 feet north of Chrisler Avenue
Caldicott Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Campbell Road Extension	8	From Highbridge Road south to its terminus
Cardiff Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Careleon Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Caroline Avenue	8	Entire length
Chapel Street [Added 6-14-1989 by L.L. No. 13-1989]	8	From Hamburg Street to a point 270 feet north of Chrisler Avenue
Chepstow Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Cox Avenue	8	Entire length
Crestwood Drive	8	Entire length
Crystal Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
DeForest Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Devendorf Road	8	Entire length
Dolan Drive	8	Entire length

Name of Street	Maximum Weight (tons)	Location
Draper Avenue	8	Entire length
East Campbell Road	8	Entire length
Edgewood Avenue	8	Entire length
Elizabeth Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Ferguson Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Fiero Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
First Avenue	8	Entire length
Ford Avenue	8	Entire length
Franklin Street ¹ [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	Entire length
Greenpoint Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Harold Street ² [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	Entire length
Highbridge Road	8	Entire length
Hollywood Avenue	8	Entire length
Houlton Avenue	5	Entire length
Howell Street	8	Entire length
Hudson Street [Added 6-14-1989 by L.L. No. 13-1989]	8	From its terminus to a point 200 feet north of Chrisler Avenue
Keator Drive	8	Entire length
Kings Road	8	Entire length
Knox Drive	8	Entire length
Lawndale Avenue [Added 7-10-1991 by L.L. No. 6-1991]	8	From the intersection of Sunrise Boulevard to the point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Leonard Street [Added 7-23-1986 by L.L. No. 15-1986]	4	Entire length

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1. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction
 2. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.

§ 266-50

§ 266-50

Name of Street	Maximum Weight (tons)	Location
Marion Avenue	4	From Chrisler Avenue to the city line
Marlette Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Martin Street [Added 2-26-1997 by L.L. No. 3-1997]	5	Entire length
Mary Lane	6	From Burdeck Street through its terminus at a cul-de-sac or turnaround in Glen Mary Manor
May Avenue	5	Between East Campbell Road and Hamburg Street
Melrose Street	8	Entire length
Miles Standish Road	8	Between Merritt Drive and Guilderland Avenue
Miles Standish Road	8	Between Merritt Drive and Helderburg Avenue
Myrtle Avenue	8	Entire length
N. Westcott Road	4	Entire length
Oakdale Avenue [Added 7-10-1991 by L.L. No. 6-1991]	8	From the intersection of Lawndale Avenue to the intersection of Vinewood Avenue
O'Brien Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Old Mariaville Road	10	From Putnam Road east to Mariaville Road
Palm Avenue [Added 9-10-1986 by L.L. No. 18-1986]	4	From Tulip Street to the dead end of Palm Avenue
Patton Drive [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Paul Avenue	4 8	Entire length
Peter Road	8	Entire length
Phillip Street	8	Entire length
Princeton Road [Added 5-9-1990 by L.L. No. 9-1990]	6	From Phillips Road to Putnam Road
Priscilla Lane	8	Entire length
Putnam Road	6	From West Campbell Road to Mariaville Road
Rensselaer Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length

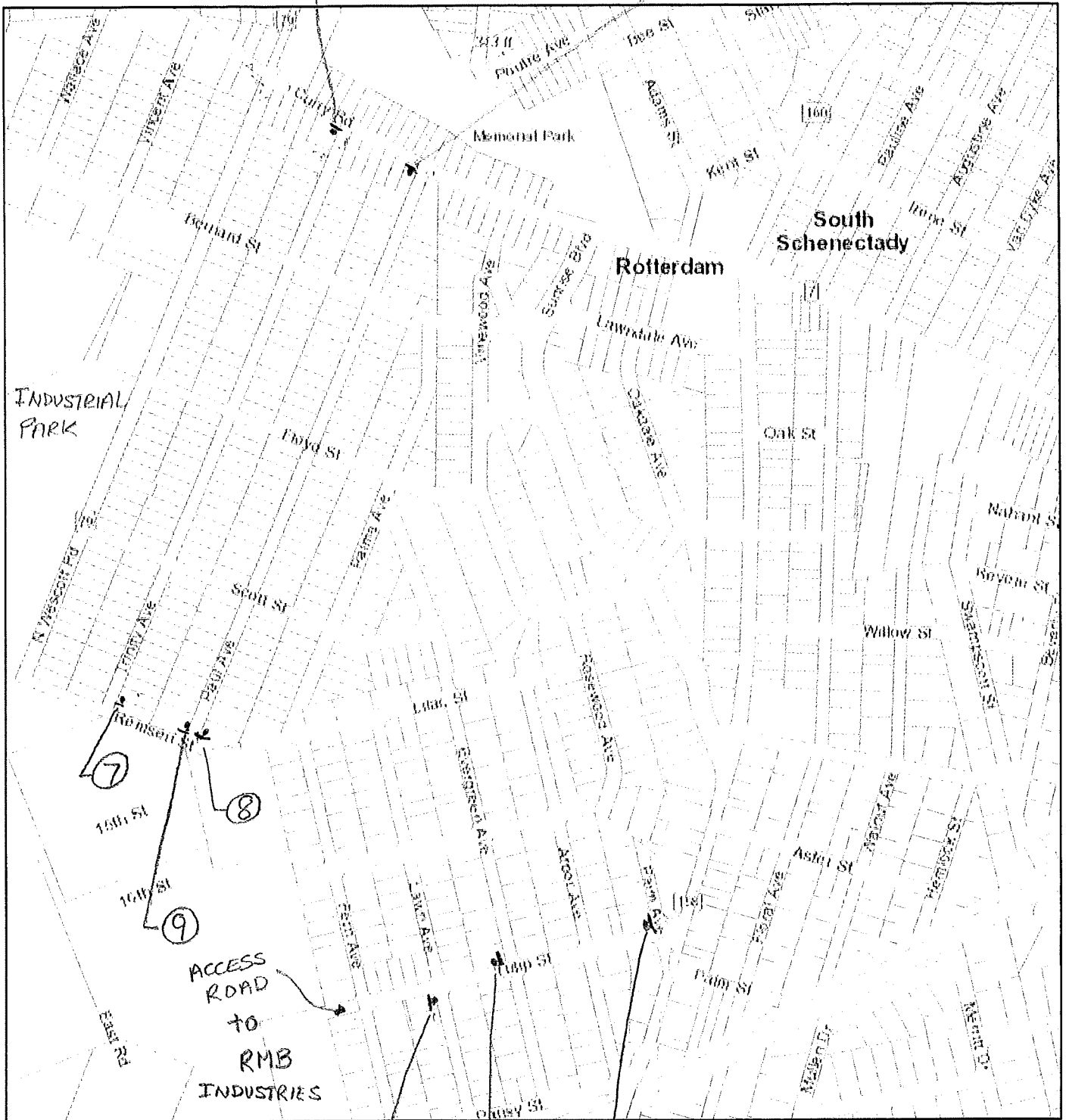
Name of Street	Maximum Weight (tons)	Location
Risoli Lane	6	From Duaneburg Road to Mary Lane
Robinwood Avenue	8	From Rt. 7, Curry Road, south to dead end
Roselawn Avenue/Laura Street	8	From Guilderland Avenue to Cedarlawn Avenue
Schermerhorn Road	4	Entire length
Spruce Street [Added 7-23-1986 by L.L. No. 15-1986]	4	Entire length
Sterling Road	6	Entire length
Stoodley Place	8	Entire length
Stuart Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Summer Street	8	Entire length
Sunrise Boulevard [Added 4-26-1989 by L.L. No. 8-1989]	8	Entire length
Taylor Street ³ [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	Entire length
Tower Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	From Altamont Avenue to Marlette Street
Trinity Avenue	4 8	Entire length
Vandervere Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Vincent Avenue	8	Entire length
Vinewood Avenue [Added 7-10-1991 by L.L. No. 6-1991]	8	From the intersection of Sunrise Boulevard to the by point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Wagner Street [Added 6-14-1989 by L.L. No. 13-1989]	8	From Chapel Street to Cady Avenue
Wallace Avenue	8	Entire length
Wellington Avenue	8	Entire length
Westside Avenue	8	From Oaklawn Avenue to Helderberg Avenue

3. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.

Name of Street	Maximum Weight (tons)	Location
Williams Street ⁴ [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	From Duanesburg Road to Mariaville Road
William Street (Carmen)	5	Entire length

~~4. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.~~

truck access road



June 30, 2023

Parcels

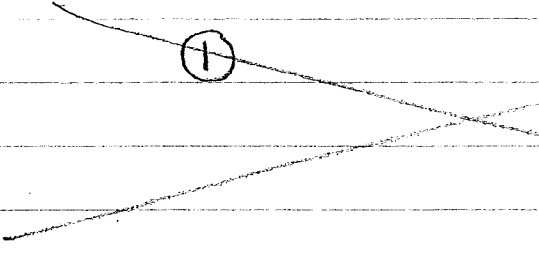
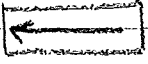
Remove "8TONS"
weight limit signs
on Paul Avenue and
Trinity Avenue and replace
them with "4TONS" signs.

Esri Canada, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/
NASA, EPA, USDA

TRUCK RESTRICTION AND DIRECTION SIGNS

SIGN LOCATION

SIGN LEGEND

	CORP. PARK DELIVERY  SPECIAL SIGN 36" x 24" MUTCD M6-1 21" x 15"
② 4 ③ ⑦ 4 ⑧	WEIGHT LIMIT 4 TONS 24" x 30" R12-1
④ 4 ⑤	RMB DELIVERY  SPECIAL SIGN 36" x 24" MUTCD M6-3 21" x 15"
⑥	TRUCK ROUTE  24" x 18" MUTCD R14-1 MUTCD M6-3 21" x 15"
⑨	TRUCK ROUTE  24" x 18" MUTCD R14-1 MUTCD M6-1 (MOD.) 21" x 15"

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, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 256.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2023; TO AMEND §266-50, SCHEDULE X: EXCLUSION OF CERTAIN VEHICLES AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby recognizes the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction District #1 Firehouse, 1215 Main Street, Rotterdam Junction, New York 12150, at 7:00 p.m. on the 13th day of September, 2023 for the following purpose:

To recognize the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

DATED: August 9, 2023

Daily Gazette: Please publish once on August 13, 2023

Town Clerk

Post

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 263.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF AUGUST 9, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the August 9, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **September 1, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the
August 9, 2023 Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: **September 13, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **September 13, 2023.**

Background Information: Attached. To adopt the meeting minutes from the
August 9, 2023 Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of
September 13, 2023.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

August 11, 2023

Certified Resolutions: #242.23-#262.23 for the year 2023 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023 at 7:00 p.m. The Town Board Agenda review meeting began approximately 6:35 p.m. Agenda review was adjourned at approximately 6:44 p.m. All agreed to adjourn agenda review. Motion#24 was made by Councilmember Dodson and seconded by Councilmember Christou. Motion #25 was made by Councilmember Dodson and seconded by Councilmember Christou. Motion #26 was made by councilmember Dodson and seconded by councilmember Christou. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 8:06 p.m. by Councilmember Dodson and seconded by Councilmember Christou. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

August 9th, 2023

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- To establish a six (6) month moratorium prohibiting Battery Energy Storage system installations within the Town of Rotterdam. **PUBLIC HEARING CLOSED**
- To establish a six (6) month moratorium prohibiting Wind Generation system installations within the Town of Rotterdam. **PUBLIC HEARING CLOSED**
- To recognize the introduction of Introductory Local Law ____ of 2023; a Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1), 2917 Hamburg Street and is a portion of Tax Map No. 59.19-1-4.1. **PUBLIC HEARING CLOSED**
- To recognize the introduction of Introductory Local Law ____ of 2023; to amend Chapter 150, Hawking, Peddling, and Soliciting, of the Town Code of the Town of Rotterdam. **PUBLIC HEARING CLOSED**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

24.23 To add resolution 262.23 to the agenda.

25.23 To table resolution 242.23.

26.23 To remove resolution 259.23 from the agenda.

RESOLUTIONS

242.23 A resolution urging the passage of New York State Senate bill S.7615, the Migrant Home Rule Transfer Transparency Act. **TABLED**

243.23 To enact Introductory Local Law No. 7 of 2023; To amend chapter 150, hawking, peddling, and soliciting.

244.23 To accept Town Board meeting minutes of July 5, 2023.

245.23 To accept Town Board special meeting minutes of July 24, 2023.

246.23 To appoint Alan Aldi to the position of Wastewater Treatment Plant Mechanic.

247.23 To accept revenue for Town Clerk's office for June and July 2023.

248.23 To approve budget transfers of gas and diesel to the 2023 budget.

249.23 To approve budget transfers to the 2023 budget.

250.23 To declare computer equipment obsolete.

251.23 To declare four police vehicles obsolete.

252.23 Adoption of the 2023 adjusted base proportions.

253.23 To negotiate and execute an agreement with Cummins Sales and Service.

254.23 To authorize payment for a permanent and temporary easement to John P. Santosusso.

255.23 To accept and award bid for Rotterdam Junction WD 3&4 Leak Detection Survey

256.23 To recognize the introduction of Introductory Local Law No. ___ of 2023; To amend §266-50, schedule X: Exclusion of certain vehicles and scheduling a public hearing thereon.

257.23 To negotiate and execute a shared services agreement with the Town of Niskayuna relating to I.T. services to the Town.

258.23 To approve Layne Christensen Company as the sole contractor to perform public water supply well work at the Town's wellfield sites.

259.23 To recognize the introduction of Introductory Local Law ____ of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from General Business (B-2) to Multiple Family (R-3) and refer to the Planning Commission for report and recommendation.
REMOVED FROM AGENDA

260.23 Requesting bids for Rotterdam Town Hall Building Renovations.

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

262.23 To recognize the introduction of Introductory Local Law ____ of 2023; To amend chapter 270, zoning, of the town code, relating to a change of zone from agricultural (A-1) to general Business (B-2) and refer to the planning commission for report and recommendation.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 24.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add resolution 262.23 to the agenda.

SECTION 2. This motion shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



MOTION 25.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table resolution 242.23.

SECTION 2. This motion shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



MOTION 26.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, August 9, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to remove resolution 259.23 from the agenda.

SECTION 2. This motion shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was **TABLED**:

RESOLUTION NO. 242.23 TABLED

**A RESOLUTION URGING THE PASSAGE OF NEW YORK STATE SENATE BILL S.7615,
THE MIGRANT HOME RULE TRANSFER TRANSPARENCY ACT**

WHEREAS, Schenectady County is one of several counties in New York State that have declared a state of emergency related to the migrant housing crisis exacerbated by New York City Mayor Eric Adams' decision to send 238 migrants to a Super 8 Motel in the Town of Rotterdam on July 18, 2023; and

WHEREAS, attendant to such concern, the Schenectady County and Town Officials were left blindsided, and Schenectady County occupants residing at Super 8 in need of temporary housing were required to leave with no advanced notification; and

WHEREAS, this legislative body finds it unconscionable to displace one group of vulnerable citizens that needs housing and services with any other absent a proper plan in place and with no communication to those affected locally; and

WHEREAS, the measure authored at the state level by Senator James Tedisco, Senate Bill S.7615 will prohibit the relocation of migrants from one municipality to another municipality unless and until a resolution authorizing the relocation has been adopted by the governing bodies of both the receiving county and the receiving municipality of such migrants; and

WHEREAS, this initiative also requires the relocating municipality to provide at least thirty days written notice to the receiving municipality of the impending relocation of such individuals; and

WHEREAS, as a deterrent for those municipalities that relocate migrants absent adopted resolutions at both the county and municipal level, a penalty of \$1000 per migrant, per day payable to the New York State Comptroller will fall onto the relocating municipality; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby call upon the New York State Legislature and Governor Kathy Hochul to pass Senate Bill S.7615, enacting the Migrant Home Rule Transfer Transparency Act.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was **TABLED** by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 243.23

**TO ENACT INTRODUCTORY LOCAL LAW NO. 7 OF 2023; TO AMEND CHAPTER 150,
HAWKING, PEDDLING, AND SOLICITING**

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

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 7 of 2023.

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

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 244.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF JULY 5, 2023

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the July 5, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 245.23

TO ACCEPT TOWN BOARD SPECIAL MEETING MINUTES OF JULY 24, 2023

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the July 24, 2023 Town Board special meeting as attached.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 246.23

TO APPOINT ALAN ALDI TO THE POSITION OF WASTEWATER TREATMENT PLANT MECHANIC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Alan Aldi, of Schenectady, New York 12306, is hereby appointed to the position of Wastewater Treatment Plant Mechanic, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-five thousand four hundred ninety-one and 83/100 (\$55,491.83) dollars, commencing August 14, 2023.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 247.23

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR JUNE AND JULY 2023

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

SECTION 1. The Town Clerk's reports for the month of June 2023, and July 2023 have been placed on file and the town clerk's checks in the amount of eight thousand seven hundred fifteen 67/100 (\$8,715.67) for June and for six thousand two hundred twenty-six and 91/100 (6,226.91) for July have been placed on file submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective August 9, 2023

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 248.23

TO APPROVE BUDGET TRANSFERS OF GAS AND DIESEL TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A3120 4302	FROM: Patrol Vehicle Gas	-22,218.21
General	A3310 4302	FROM: Traffic Control Gas	-584.01
General	A3620 4302	FROM: Safety Insp Gas	-1,075.10
General	A7110 4302	FROM: Parks Gas	-2,310.70
General	A3410 4302	FROM: Fire Fight Gas	-2,717.21
General	A5132 4304	INTO: Central Gas Expenditure	+28,905.23
Highway	DA5142 4304	FROM: Fuel Snow Removal	-1,578.57
Highway	DA5140 4304	FROM: Fuel Brush & Weed	-3,339.44
General	A5132 4304	INTO: Central Gas Expenditure	+4,918.01
S2	S28120 4302	FROM: S2 Gas Oil Lube	-1,852.88
General	A5132 4304	INTO: Central Gas Expenditure	+1,852.88
W5	W58340 4302	FROM: W5 Gas Oil Lube	-2,186.12
General	A5132 4304	INTO: Central Gas Expenditure	+2,186.12

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A8189 4302	FROM: Landfill Gas	-966.90
General	A3410 4302	FROM: Fire Fight Gas	-2,025.81
Highway	DA5148 4304	INTO: Central Diesel Expenditure	+2,992.71
Highway	DA5142 4304	FROM: Fuel Snow Removal	-7,018.16

Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-11,602.97
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+18,621.13
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-317.30
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+317.30
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-328.46
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+328.46

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 249.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A8189 4323	FROM: Leachate Disposal	-5,000.00
General	A8189 4305	INTO: Truck/Road Repairs	+5,000.00
General	A1355 4100	FROM: Office Supplies	-76.00
General	A1355 2000	INTO: Office Equipment	+76.00
W5	W58340 4889	FROM: Backfill/Pavement Repair	-10,000.00
W5	W58340 4887	INTO: Water Equip/Maint. & Supply	+10,000.00
W5	W58340 4884	FROM: W5 Mains	-20,000.00
W5	W58340 2000	INTO: Equipment	+20,000.00

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 250.23

TO DECLARE COMPUTER EQUIPMENT OBSOLETE

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 declares the following computer equipment obsolete and authorizes that it be sold at auction or donated otherwise:

<u>MAKE</u>	<u>MODEL</u>	<u>S/N</u>
*IBM	9494-HB0	66-T0174
*IBM	9494-HB0	66-R2544
*IBM	9494HB0	66-M7181
*DELL	E207WFPc	CN-0TW956-64180-7CR-7RTU
*DELL	E207WFPc	CN-0TW956-64180-79P-31YA
*DELL	E207WFPc	CN-0TW956-64180-838-1Z5U
*DELL	E207WFPc	CN-0CK630-64180-761-064L
DELL	E176FPf	CN-0CC639-74261-25T-4J0M
DELL	1909Wf	No S/N available
DELL	E207WFPc	CN-0TW956-64180-7BD-2JJU
DELL	P1913Sb	CN-0RVC21-74261-25T-4J0M
IBM	9494-HB0	66-R2798
IBM	9494-HB0	66-R2545
IBM	9494-HB0	66-M7179
LENOVO	9419-HC2	VLGF268
DELL	1909Wf	No S/N available
IBM	9494-HB0	66-M7182
IBM	9494-HB0	66-M7847
IBM	9494-HB0	66-M7846
LENOVO	9419-HC2	VLV5878

*Monitor does not function

SECTION 2. This resolution shall become effective August 9, 2023

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 251.23

TO DECLARE FOUR POLICE VEHICLES OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the following equipment obsolete and authorizes that it be sold at auction:

2009 Dodge Charger (VIN # 2B3LA43V39H513634)
2011 Chevrolet Impala (VIN # 2G1WF5EK5B1309236)
2016 Ford Explorer (VIN # 1FM5K8AR9GGC67176)
2020 Ford Explorer (VIN # 1FM5K8ABXLGA71227)

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 252.23

ADOPTION OF THE 2023 ADJUSTED BASE PROPORTIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached certificates of base percentages, current percentages, and base proportion certificate of adjusted base proportions for the levy of taxes on the 2023 Assessment Roll, are hereby approved by the Town Board of the Town of Rotterdam, in accordance with Article 19 of the Real Property Tax Law of the State of New York.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 253.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CUMMINS SALES AND SERVICE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Cummins Sales and Service, located at 101 Railroad Avenue Albany, NY 12205, for service maintenance of the generators at the Wastewater Treatment Plant located at 26 W Campbell Rd Schenectady, NY 12306, for a three-year term not to exceed the total lump sum of three thousand four hundred seventy-four and 99/100 (\$3,474.99) dollars.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 254.23

**TO AUTHORIZE PAYMENT FOR A PERMANENT AND TEMPORARY EASEMENT TO
JOHN P. SANTOSUSSO**

WHEREAS, the project begins on Lock Street at the existing stormwater pump station, extends along a private property (6 Lock Street), through this property and then along Isabella Street to Scrafford Road and ending at a drainage structure that was previously installed as part of a New York State Department of Transportation project; and

WHEREAS, easements are needed for construction and to maintain the stormwater collection and conveyance system to reduce flooding in the area; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to approve a payment in the amount of nine thousand four hundred thirty-five and 00/100 (\$9,435.00) dollars, made payable to John P. Santosusso for the purchase of a permanent and temporary easement of the property.

SECTION 2. This resolution shall become effective on August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 255.23

**TO ACCEPT AND AWARD BID FOR ROTTERDAM JUNCTION WD 3&4 LEAK
DETECTION SURVEY**

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, July 11, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM JUNCTION WD 3&4 LEAK DETECTION SURVEY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Junction WD 3&4 Leak Detection Survey for the Town of Rotterdam to Consulting Engineering Inc., located at 19655 Tanbark Lane, Strongsville, Ohio 44149, at the mutual consent of both the Town and Consulting Engineering Inc.

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

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 256.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2023; TO AMEND §266-50, SCHEDULE X: EXCLUSION OF CERTAIN VEHICLES AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby recognizes the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction District #1 Firehouse, 1215 Main Street, Rotterdam Junction, New York 12150, at 7:00 p.m. on the 13th day of September, 2023 for the following purpose:

To recognize the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.

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

DATED: August 9, 2023

Daily Gazette: Please publish once on August 13, 2023

Town Clerk

Post

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 257.23

TO NEGOTIATE AND EXECUTE A SHARED SERVICES AGREEMENT WITH THE TOWN OF NISKAYUNA RELATING TO I.T. SERVICES TO THE TOWN

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with the Town of Niskayuna for cooperative I.T. services, at no cost to the Town of Rotterdam and the Town of Niskayuna.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 258.23

**TO APPROVE LAYNE CHRISTENSEN COMPANY AS THE SOLE CONTRACTOR TO
PERFORM PUBLIC WATER SUPPLY WELL WORK AT THE TOWN'S WELLFIELD SITES**

WHEREAS, Layne Christensen Company is a specialized public water supply well contractor that performs in a niche market with specialized equipment and highly trained licensed groundwater professionals on complicated groundwater production well projects;

WHEREAS, Layne Christensen Company is local and one of very few contractors in the northeast United States that owns specialized dual rotary and cable tool drilling equipment capable of drilling large diameter (24-inch and greater) production wells to depths greater than 100 feet;

WHEREAS, Layne Christensen Company owns specialized equipment, including cranes, and highly trained licensed personnel that routinely redevelop and maintain large diameter production wells equipped with large deep well turbine pumps and strings of drop pipe that are removed through large hatches in the well building's roofs;

WHEREAS, the Town of Rotterdam has retained Layne Christensen Company exclusively for decades to perform the specialized well work including the 2017 installation of Well No. 5 – a 24-inch diameter casing, 3,500 gallon per minute(gpm) supply, 350 hp motor; and redevelopment and repair to the town's existing large diameter production wells; in a cost effective, professional manner, with proven reliability and high-quality workmanship;

WHEREAS, the Town of Rotterdam approved a \$34 million-dollar comprehensive water project that includes a new production well, Well No. 6, with a minimum diameter of 24-inch casing; capacity of 3,500 gpm; expected 350 hp motor, to supplement and provide production well redundancy;

WHEREAS, it is advantageous (experience, qualifications, institutional knowledge, reliability, specialized equipment, highly trained staff, niche market, high quality workmanship) for the Town of Rotterdam to continue a sole source relationship with Layne Christensen Company to perform the Town's specialized public water supply groundwater well work.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby approves Layne Christensen Company, of Schoharie, New York as the sole contractor to perform public water supply well work at the

town's wellfield sites pursuant to the authority conferred in Subdivision 4 Section 103 of General Municipal Law.

SECTION 2. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was **REMOVED**:

RESOLUTION NO. 259.23 REMOVED

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ____ OF 2023;
TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE
OF ZONE FROM GENERAL BUSINESS (B-2) TO MULTIPLE FAMILY (R-3) AND REFER
TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION**

WHEREAS, The Town has received an application for a Change of Zone request on a ±6,816 square foot parcel from General Business (B-2) to Multiple Family (R-3) where the applicant would like to convert the first-floor commercial space (±1,624 square feet) into two (2), one-bedroom apartments on the parcel known as 1725 Tower Street, Tax Map No. 59.9-7-6.2; NOW

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

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2023 to amend Chapter 270, Zoning, of the Town Code, for a change of zone from General Business (B-2) to Multiple Family (R-3) on the parcel known as 1725 Tower Street, Tax Map No. 59.9-7-6.2.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was **REMOVED** from the Agenda by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 260.23

REQUESTING BIDS FOR ROTTERDAM TOWN HALL BUILDING RENOVATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Town Hall Building Renovations.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Tuesday, the 12th day of September 2023, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
11:00 A.M., TUESDAY, SEPTEMBER 12, 2023**

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

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

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

DATED: August 9, 2023

BidNet: Please publish on August 11, 2023

Daily Gazette: Please publish once on August 11, 2023

Town Clerk Post

SECTION 3. This resolution shall become effective August 9, 2023

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 261.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 119.23 adopted on March 8, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

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

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$1,200,000.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to help fund the replacement of the asbestos concrete water main on Rt. 5S; and

WHEREAS, the Town of Rotterdam has been awarded \$2,470,000 under the 2018 NYS Transportation Alternatives / Congestion Mitigation Air Quality Improvement (TAP/CMAQ) Grant Program, and the total project cost was initially estimated at \$2,756,000; and

WHEREAS, the project consists of pedestrian and bicycle access improvements along NYS Route 5S/Main St. from NYS Route 103/Bridge St. to Parkis St., and on Iroquois St., including: ADA compliant concrete sidewalks; paved/colored bike lanes; high-visibility crosswalks; pedestrian safety signs; sharrows connecting to the Erie Canalway Trail (Future Empire State Trail); interpretive signage; and landscaping; and

WHEREAS, Project Engineers, during the Advanced Detail Phase of the project, have determined that the existing water main will need to be replaced as it is asbestos concrete pipe that would be in direct conflict with the necessary drainage improvements; and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$1,200,000.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to complete the proposed work of replacing the asbestos concrete water main on Rt. 5S; and

WHEREAS, in light of the need to fund this important replacement of an asbestos concrete water main in the Town of Rotterdam, the Town Board determines it to be appropriate to amend Resolution 296.21 accordingly; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00 paid from line A7110 4153 (Parks Improvements), and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00 paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2), and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 paid from line W38310 4850 (Water District 3, Engineering Consultant), and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00).

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

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A 909	FROM: Fund Balance	-\$1,200,000.00
H132 Route5S Safety Improvements		INTO: Capital Project	+\$1,200,000.00

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 9, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 262.23

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ____ OF 2023;
TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE
OF ZONE FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) AND REFER TO
THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION**

WHEREAS, The Town has received an application for a Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2) where applicant would like to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road, Tax Map No. 57-3-7.112, and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road, Tax Map No. 57.7-1-1.2; **NOW**

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

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2023 to amend Chapter 270, Zoning, of the Town Code, for a change of zone from Agricultural (A-1) to General Business (B-2) at 900 Duanesburg Road, Tax Map No. 57-3-7.112, and 880 Duanesburg Road, Tax Map No. 57.7-1-1.2.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective August 9, 2023.

DATED: August 9, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on August 9, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 11, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 264.23

**TO APPOINT DANIEL MARSELLO TO THE POSITION OF GIS MAPS LOCATION
WORKER**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Daniel Marsello, of Schenectady, New York 12306, is hereby appointed to the position of GIS/Maps/Location Worker, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand three hundred nineteen and 09/100 (\$52,319.09) dollars, commencing September 18, 2023.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 8, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: Jim Keith, Senior Building Inspector

TITLE OF REQUEST: Appoint Mr. Daniel Marsello to the position of GIS/Maps/Location Worker.

TOWN BOARD MEETING: September 13, 2023

Background Information: Mr. Marsello has been an employee of the Town of Rotterdam since 2016 in the Highway Department.

Evaluation/Analysis: Mr. Marsello has worked with the staff in DPW on outfalls, drainage inlets and catch basins. He has extensive knowledge and experience in these areas.

Recommendation(s): Recommend to appoint Mr. Marsello to the position of GIS/Maps/Location Worker.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. GIS/Maps/Location Worker

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED

JUL 10 2023

Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT.
USE ONLY

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

2. Name and Legal Residence

Marsello Daniel V
Last Name First Name Middle Initial

Schily Rotterdam NY 12306
Street Address or Road 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:	<u>New York</u>		
County of:	<u>Schenectady</u>		
Village of:			
Town of:	<u>Rotterdam</u>		
City of:			
School District	<u>Mohonasen</u>		

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:	<u>None</u>
Expiration Date:	<u>03/03/2027</u>
Endorsements:	<u>None</u>
Class of License:	<u>D</u>
Is this License Currently Valid	YES ☒ NO ☐

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

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

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

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

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

REMARKS: _____

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

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

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

High School

Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?

YES ☒

NO ☐

If Yes, Name and Location of High School or Issuing Government Authority:

Mohamason High School
Rotterdam, NY

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	
Columbia Greene CC	62	Associates	Humanities	X		
University of Phoenix	120	BS	Communications	X		
University of Phoenix	30	MBA	Adult Ed + Training	X		

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

Length of Employment	Firm Name:	Town of Rotterdam Highway Dept
Employment Details	Firm Address:	54 Duaneburg Rd Rotterdam, NY
Month/Year (mm/yyyy)	Description of Duties:	
		- general labor, roadwork, snowplowing, blacktop, tree cutting, mowing, trimming, garbage + debris clean up, brush + yard waste pick up, other assigned duties
Your Exact Title		* Operated (Trimble) GIS hand held device, used SIMS on laptop computer, locating catch basins, outfalls, drain pipes, recording streetsweepings damages, as well as other GIS, MAPS, location duties
Name of Your Supervisor		* 2019 - current VP of CSEA Loc 1886, Rotterdam
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		
Length of Employment	Firm Name:	Chris Coffee Service
From:	Firm Address:	10 Corporate Circle Albany, NY
To:	Description of Duties:	
		Deliver, maintain, merchandise products within an assigned route, customer service, Train new drivers and warehouse associates
Employment Details		
Your Exact Title		Route Sales Driver
Name of Your Supervisor		Chris Albrecht
Supervisor's Title		Owner
Hours worked / wk. (exclusive of overtime)		50+
Reason for Leaving		Got Highway Job

Length of Employment		Firm Name:	Lepage Bakeries: Country Kitchen
From:		Firm Address:	Wolf Rd Colonie NY
To:		Description of Duties:	Order product on handheld for accounts, Deliver Merchandise, restock products on an established Route, provide customer service
Employment Details			
Your Exact Title		Route Sales Associate	
Name of Your Supervisor		Paul Millazzo	
Supervisor's Title		Sales Manager	
Hours worked / wk. (exclusive of overtime)		50.4	
Reason for Leaving		Schedule	

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

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.

Daniel Marcello
Signature of Applicant

Daniel Marcello
Print Name

7/10/23
Date

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

NOTICE
(As of July 10, 2023)

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:

GIS/MAPS/LOCATION WORKER

<u>Compensation</u>	
Title	Salary Range
GIS/MAPS/LOCATIONS	\$52,319.09 -
Worker (2021)	\$55,529.57

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

Location:

Town of Rotterdam Department of Public Works

Qualifications:

See attached Civil Service Job Description.

Permanent appointment to positions in Schenectady County is contingent upon the successful completion of a criminal background check. 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 **Monday, July 24, 2023**. 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.

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

GIS/MAPS/LOCATION WORKER

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

Typical Work Activities:

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

Full Performance Knowledge, Skills, Ability and Personal Characteristics:

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

Minimum Qualifications:

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

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

Adopted

CSC 6/22/23

JC: COMPETITIVE

RESOLUTION NO. 265.23

**TO APPOINT WILLIAM OSTER TO THE POSITION OF WATER & SEWER
MAINTENANCE WORKER**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. William Oster, of Schenectady, New York 12306, is hereby appointed to the position of Water & Sewer Maintenance Worker, full time, probationary, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-nine thousand one hundred fifty-six and 95/100 (\$49,156.95) dollars, commencing September 18, 2023.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 8, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: Jim Keith, Senior Building Inspector

TITLE OF REQUEST: Appoint Mr. William Oster to the position of Water/Sewer Maintenance Worker.

TOWN BOARD MEETING: September 13, 2023

Background Information: Mr. Oster has experience in the water/sewer maintenance field. He has located and repaired underground water mains and sewer lines. Mr. Oster also maintains a CDL license.

Evaluation/Analysis: Mr. Oster, with his background and experience, will be an asset to our Water/Sewer Maintenance Department.

Recommendation(s): Recommend to appoint Mr. Oster as a Water/Sewer Maintenance Worker.

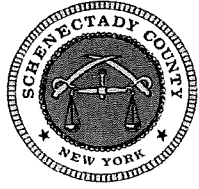
Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Water and Sewer Maintenance Worker

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED

AUG 16 2023

Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT.
USE ONLY

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

2. Name and Legal Residence

Oster, William J

Last Name First Name Middle Initial

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

Schenectady Schenectady, 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:	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:	None
Expiration Date:	02/13/2026
Endorsements:	None
Class of License:	B
Is this License Currently Valid	YES ☒ NO ☐

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

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

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

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		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 ☒ NO ☐	
If Yes, Name and Location of High School or Issuing Government Authority:			Palmdale High School			
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		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.

Length of Employment		Firm Name:	Town of Bethlehem
From:		Firm Address:	445 Delaware Ave. Delmar, NY
To:		Description of Duties: Water department laborer and locator. Locate underground water mains and services, and Sewer mains and services. Take care of all water systems. CDL licensed.	
Employment Details			
Your Exact Title Laborer			
Name of Your Supervisor Lee Sleurs			
Supervisor's Title Foreman			
Hours worked / wk (exclusive of overtime) 40			
Reason for Leaving			
N/A			
Length of Employment		Firm Name:	Premier Infrastructure and Energy
From:		Firm Address:	Bohemia, NY
To:		Description of Duties: Locate underground cable, electric and gas. Ability to read detailed prints and gas cards. Computer use. Company Vehicle, no accidents. Company computer and cell phone use.	
Employment Details			
Your Exact Title Senior Utility Locator			
Name of Your Supervisor Kimberly Hankle			
Supervisor's Title Supervisor			
Hours worked / wk (exclusive of overtime) 8-15			
Reason for Leaving			
N/A			

Length of Employment	Firm Name:	USIC, LLC
From: [REDACTED]	Firm Address:	202 Front St Schenectady, NY
To: [REDACTED]	Description of Duties:	
Month/Year (mm/yyyy)	Locate underground cable, electric and gas. Ability to read detailed prints and gas cards. Computer use. Company Vehicle, no accidents. Company computer and cell phone use.	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title	Senior Utility Locator	
Name of Your Supervisor	Tom Green	
Supervisor's Title	Supervisor	
Hours worked / wk (exclusive of overtime)	40	
Reason for Leaving	Company Downsized to just cable locating	
Length of Employment	Firm Name:	UtiliQuest, LLC
From: [REDACTED]	Firm Address:	Alpharetta, GA
To: [REDACTED]	Description of Duties:	
Month/Year (mm/yyyy)	Locate underground telephone	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title	Locator	
Name of Your Supervisor	Mickey ?	
Supervisor's Title	Supervisor	
Hours worked / wk (exclusive of overtime)	40	
Reason for Leaving	Moved to NY State	

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.

William Oster

Signature of Applicant

William Oster

Print Name

08/16/2023

Date

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

NOTICE
(As of August 15, 2023)

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 in the Water and Sewer Department:

Water & Sewer Maintenance Worker

<u>Compensation</u>		
Title		Salary
Water & Sewer Maintenance Worker	*(2021)	\$49,156.95

**The Town is currently negotiating a cost-of-living increase for years 2022 and 2023 which will eventually be applied to the 2021 salary range above and any increase will be paid retroactively to all wages earned in 2023 prior to reaching an agreement.*

The above title is classified as a non-competitive position and does not require a competitive examination under Civil Service Law.

Location:

Town of Rotterdam: Water & Sewer Department

Qualifications:

See attached Civil Service Job Description.

Permanent appointment to positions in Schenectady County is contingent upon the successful completion of a criminal background check. 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 **August 28, 2023**. 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.

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

WATER AND SEWER MAINTENANCE WORKER

DISTINGUISHING FEATURES OF THE CLASS: This is manual work involving responsibility for performing a variety of preventative maintenance, repair and installation activities in the extension, maintenance and repair of the municipal water distribution and sewage collection system. Employees may also be assigned other duties in the department such as servicing, replacing and reading water meters, and inspecting and maintaining hydrants. The work is performed under the direct supervision of a higher level supervisor with leeway allowed for the exercise of independent judgment in carrying out the technical details of the job. Supervision over the work of others is not a responsibility of employees in this class. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Makes taps on water mains for customer services and for installing valves, gates and fire lines;
- Locates leaks, installs clamps and sleeves and makes other emergency repairs;
- Cleans, checks, evaluates and maintains pumping station and equipment to ensure continuous operation;
- Installs, repairs and resets hydrants, valves, meters, pumps, related water distribution equipment, catch basins and storm drainage systems;
- Installs lines from water main to curb stop;
- Operates mechanical equipment including backhoe, loaders, air compressors, drills, pumps, generators, vacuums, rodders, jetters and welders torches;
- Digs trenches for service lines, water mains, drainage and catch basins;
- May read, replace and repair water consumption meters;
- Mows lawns, plows snow, collects rubbish and litter to keep clear access to pumping stations, hydrants, catch basins, storm drainage systems etc;
- May perform minor custodial duties;
- May clean sludge drying beds at sewage plant;
- Responds at all times to emergency repair calls;
- Raises or lowers manholes for paving purposes;
- Checks, cleans and repairs sewer lines;
- May climb water tower and tanks to inspect facilities and perform maintenance;
- May enter various permit required certified spaces to maintain, repair or replace facilities;
- Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS:

Good knowledge of the common practices, principles, terminology and safety precautions used in the maintenance and extension of a municipal water distribution and sewage collection system; good knowledge of the use of tools and equipment required in the construction and repair of a municipal water and sewage system; ability to perform heavy manual labor for extended periods, occasionally under adverse weather conditions; willingness to report for emergencies; ability to understand and carry out oral and written instructions; dependability.

MINIMUM QUALIFICATIONS: One year of experience in plumbing work or in the maintenance of a public or private water distribution and sewage collection system.

SPECIAL REQUIREMENTS IN THE TOWN OF NISKAYUNA: Must possess a CDL at the time of appointment and must maintain such license throughout the tenure of appointment.

SPECIAL REQUIREMENT: Possession of a Commercial Driver's License at time of appointment.

Revised CSC 02/13/96
Revised CSC 02/21/06
Revised CSC 09/19/06
Revised CSC 02/21/19

JC: NON-COMPETITIVE-ALL

RESOLUTION NO. 266.23

**TO AMEND RESOLUTION 16.23 OF THE YEAR 2023
APPOINT MARK D’ALESSANDRO AS SENIOR CITIZENS CENTER BUS DRIVER**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 16.23, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2023 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$5,000

Covid Compliance

Megan Griffin Annual Stipend \$2,500

Social Media Administrator

Megan Griffin Annual Stipend \$2,000

CDL Trainer

Steve Skoda Annual Stipend \$1,000

Storm Water Officer

Ryan Coulter Annual Stipend \$3,500

Deputy Comptroller – Part Time

Paul Sebesta Hourly Rate \$100.00

School Traffic Officer

Floyd Rorick Hourly Rate \$15.00
(Maximum of 4 hours daily)

Clerk- Part Time(Highway)

Donna Larsen Hourly Rate \$19.50

Clerk – Part Time(Police Dept)

Allison Kartner Hourly Rate \$23.38

Storm Water Manager – Part-Time

Mary Barrie Hourly Rate \$25.00

Water Treatment Plant Operator (1st on call)

Ian Bonthron Hourly Rate \$35.00

Water Treatment Plant Operator (2nd on call)

Clark Collins Hourly Rate \$35.00

Building Inspector – Part Time

Lloyd Denny Hourly Rate \$40.00
(2 days per week, 23 weeks maximum, not to exceed \$17,000 annually)

Bingo Inspector

William Purcell Hourly Rate \$15.00

Safety Inspector

Kathy Fisher Hourly Rate \$35.00

Accountant – Part Time

Sarah Morrison Hourly Rate \$40.00

Senior Citizens Center Bus Driver

Mark D'Alessandro Hourly Rate \$20.00

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Mollie Collins, Town Supervisor

FROM: Morgan Coryer, Coordinator of Parks & Senior Programs

TITLE OF REQUEST: Appointment of Mark D'Alessandro as Senior Center Bus Driver

TOWN BOARD MEETING: September 13, 2023

Background Information: Mark D'Alessandro was previously a bus driver for Wade Tours and holds the necessary licensure and certifications to drive the Senior Center bus.

Evaluation/Analysis: The Senior Center bus will be utilized for day trips and senior transportation. Mr. D'Alessandro will work on Mondays and his rate of pay is to be \$20/hr.

Recommendation(s): Appoint Mark D'Alessandro as Senior Center Bus Driver commencing 9/25/2023.

Attachment/Document(s): Civil Service Application

Compliance with Purchasing Policy: N/A.

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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



Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Sr. Center Bus Driver

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED

SEP 07 2023

Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT.
USE ONLY

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

2. Name and Legal Residence

D'ALESSANDRO MARK E
Last Name First Name Middle Initial

SCHUY SCHUY 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:	<u>N.Y.</u>		
County of:	<u>SCHUY</u>		
Village of:			
Town of:	<u>ROTTERDAM</u>		
City of:			
School District	<u>SCHALMONT</u>		

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:	<u>A3K</u>
Expiration Date:	<u>9/18/28</u>
Endorsements:	<u>P</u>
Class of License:	<u>B Bus & Truck</u>
Is this License Currently Valid	YES ☒ NO ☐

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

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

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

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

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

REMARKS:

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

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

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

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

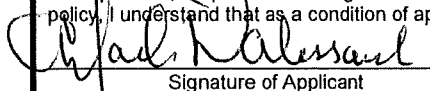
Length of Employment	Firm Name:	SCUDY COUNTY
From: [REDACTED]	Firm Address:	620 STATE ST
To: [REDACTED]	Description of Duties:	
MANAGED IT DEPT		
Employment Details		
Your Exact Title MANAGER OF IT		
Name of Your Supervisor LARRY DOLAN		
Supervisor's Title CEO		
Hours worked / wk. (exclusive of overtime) 35		
Reason for Leaving Retired		
Length of Employment	Firm Name:	WADE TOURS
From: [REDACTED]	Firm Address:	BURDECK ST
To: [REDACTED]	Description of Duties:	
BODY WORK DROVE SHUTTLE DROVE BUS ON TOURS		
Employment Details		
Your Exact Title		
Name of Your Supervisor GREG DEWRENZO		
Supervisor's Title OWNER		
Hours worked / wk. (exclusive of overtime) 20-40 HRS		
Reason for Leaving Retired		

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

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

THIS AFFIRMATION MUST BE COMPLETED

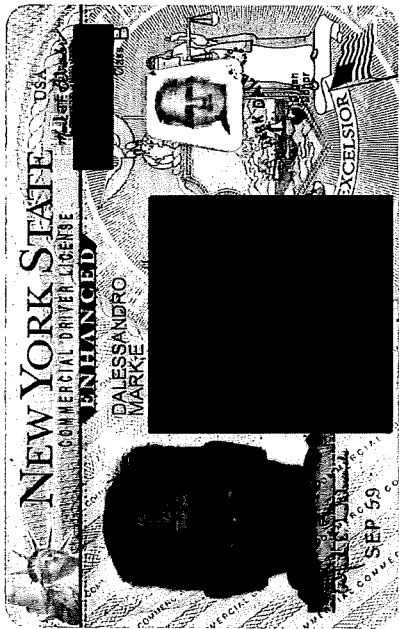
I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material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

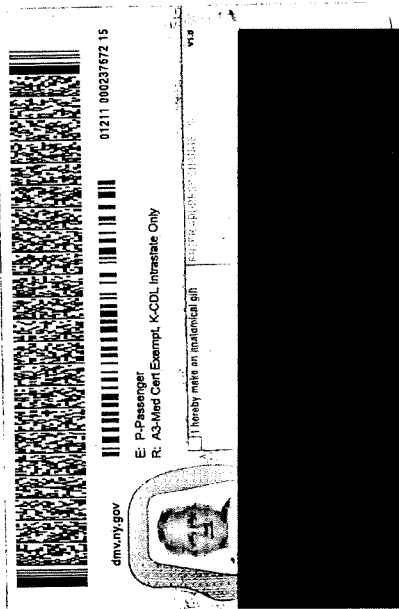

Signature of Applicant

MARK DALESSANDRO
Print Name

9/7/23
Date

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





RESOLUTION NO. 267.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 8 of 2023.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

Be it enacted by the Town Board of the Town of Rotterdam as follows:

SECTION 1. TITLE

This Local Law shall be known as the “Moratorium and Prohibition of Battery Energy Storage System Installations within the Town of Rotterdam.”

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)l Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive “incidental control” of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of battery energy storage system installations (as herein later defined) within the Town of Rotterdam for a period of up to six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of battery energy storage system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate battery energy storage system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of battery energy storage system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this

purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

Currently, there is one pending applications for the location, development or site plan approval of battery energy storage system installation. The BlueWave Battery Site application has made significant progress through the planning process for the proposed Battery Storage Facility located at 635 Mariaville Road in the Town of Rotterdam. That application shall be exempt from this Moratorium.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Battery Energy Storage System Installation(s) – Any installation of a rechargeable energy storage system, consisting of electrochemical storage batteries or similar technology, battery charges, controls, power condition systems, inverters, transformers, switchgears and associated electrical equipment designed to store electoral power received from a generating or transmission source and periodically discharging power from the battery energy storage system into the power grid. Systems typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities relating to the energy consumed by a residence, farm operation or business on site shall not be considered a "Battery Energy Storage System Installation" for purposes of the Moratorium.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any Battery Energy Storage System Installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the after the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other

structure located within the Town of Rotterdam for any Battery Energy Storage System Installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of battery energy storage systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of Battery Energy Storage System Installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to Battery Energy Storage System Installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a \$500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars (\$1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars (\$2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injection of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next

annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.

Local Law Filing

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

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

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

of Rotterdam

Local Law No. 8 of the year 20²³

A local law enacting a six month battery energy storage system moratorium in the Town of Rotterdam
(Insert Title)

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

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

of Rotterdam as follows:

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 8 of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*) on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. (Elective Chief Executive Officer*)

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

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

5. (City local law concerning Charter revision proposed by petition.)

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

6. (County local law concerning adoption of Charter.)

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

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

(Seal)

Date: _____

RESOLUTION NO. 268.23

**TO ENACT INTRODUCTORY LOCAL LAW NO. 9 OF 2023; ESTABLISH A SIX (6)
MONTH MORATORIUM PROHIBITING WIND GENERATION SYSTEM
INSTALLATIONS**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 9 of 2023.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING WIND GENERATION SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

Be it enacted by the Town Board of the Town of Rotterdam as follows:

SECTION 1. TITLE

This Local Law shall be known as the “Moratorium and Prohibition of Wind Generation System Installations within the Town of Rotterdam.”

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)l Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive “incidental control” of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of wind generation system installations (as herein later defined) within the Town of Rotterdam for a period of up to six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of wind generation system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate wind generation system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of wind generation system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this

purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

Currently, there are no pending applications for the location, development or site plan approval of a wind generation system.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Wind Generation System Installation- Any installation that converts the kinetic energy available in the wind to mechanical energy that can be used to operate an electrical generator. wind generation systems specifically do not include any system utilized for the on-site consumption of a business or residence that does not generate more than 5 kWh of electrical power in total.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any wind generation system Installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the after the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town of Rotterdam for any wind generation system installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of wind generation systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of wind generation system installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to wind generation system installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a \$500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars (\$1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars (\$2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injection of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.

Local Law Filing

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

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

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

of Rotterdam

Local Law No. 9 of the year 20²³

A local law enacting a six month wind energy moratorium in the Town of Rotterdam
(Insert Title)

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

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

of Rotterdam as follows:

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 9 of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body)
(repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*)
on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. (Elective Chief Executive Officer*)

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. Such local (Elective Chief Executive Officer*)
law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

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

5. (City local law concerning Charter revision proposed by petition.)

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

6. (County local law concerning adoption of Charter.)

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

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

(Seal)

Date: _____

RESOLUTION NO. 269.23

**TO ENACT INTRODUCTORY LOCAL LAW NO. 10 OF 2023; TO AMEND §266-50,
SCHEDULE X: EXCLUSION OF CERTAIN VEHICLES**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 10 of 2023.

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

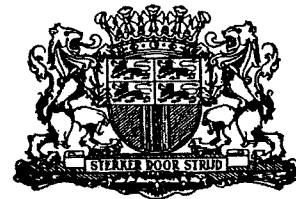
SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: To Enact Local Law 10; To amend §266-50, Schedule X: Exclusion of certain vehicles

TOWN BOARD MEETING: September 13, 2023

Background Information: With the increased complaints of heavy weight trucks traversing residential town roads within the Town a review of the roads was conducted and weight limit restrictions on Paul Avenue and Trinity Avenue from 8 tons to 4 tons were recommended by the Town Consultant Engineer.

Evaluation/Analysis: The law must be amended and then passed to adopt the updated version of chapter §266-50, Schedule X: Exclusion of certain vehicles of the Town Code.

Recommendation(s): Public Hearing is set for the September 13, 2023 Town Board Meeting, with the intent to enact this local law, following the closing of the public hearing given there are no revisions to follow.

Attachment/Document(s): Proposed local law amending the local laws relative to vehicle weight limits on certain town roads.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Amends the weight limits on certain town roads within the town.

LEGISLATION WILL BE PREPARED BY: Supervisors Office

§ 266-50. Schedule X: Exclusion of Certain Vehicles.

In accordance with the provisions of § 266-17, all vehicles in excess of the indicated maximum gross weights are hereby excluded from the following:

Name of Street	Maximum Weight (tons)	Location
Amsterdam Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Argo Boulevard [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Arlene Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Bayberry Road	8	Entire length
Bernice Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Butler Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Cady Avenue [Added 6-14-1989 by L.L. No. 13-1989]	8	From its terminus to a point 225 feet north of Chrisler Avenue
Caldicott Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Campbell Road Extension	8	From Highbridge Road south to its terminus
Cardiff Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Careleon Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Caroline Avenue	8	Entire length
Chapel Street [Added 6-14-1989 by L.L. No. 13-1989]	8	From Hamburg Street to a point 270 feet north of Chrisler Avenue
Chepstow Road [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Cox Avenue	8	Entire length
Crestwood Drive	8	Entire length
Crystal Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
DeForest Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Devendorf Road	8	Entire length
Dolan Drive	8	Entire length

Name of Street	Maximum Weight (tons)	Location
Draper Avenue	8	Entire length
East Campbell Road	8	Entire length
Edgewood Avenue	8	Entire length
Elizabeth Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Ferguson Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Fiero Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
First Avenue	8	Entire length
Ford Avenue	8	Entire length
Franklin Street ¹ [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	Entire length
Greenpoint Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Harold Street ² [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	Entire length
Highbridge Road	8	Entire length
Hollywood Avenue	8	Entire length
Houlton Avenue	5	Entire length
Howell Street	8	Entire length
Hudson Street [Added 6-14-1989 by L.L. No. 13-1989]	8	From its terminus to a point 200 feet north of Chrisler Avenue
Keator Drive	8	Entire length
Kings Road	8	Entire length
Knox Drive	8	Entire length
Lawndale Avenue [Added 7-10-1991 by L.L. No. 6-1991]	8	From the intersection of Sunrise Boulevard to the point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Leonard Street [Added 7-23-1986 by L.L. No. 15-1986]	4	Entire length

1. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction

2. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.

§ 266-50

§ 266-50

Name of Street	Maximum Weight (tons)	Location
Marion Avenue	4	From Chrisler Avenue to the city line
Marlette Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Martin Street [Added 2-26-1997 by L.L. No. 3-1997]	5	Entire length
Mary Lane	6	From Burdeck Street through its terminus at a cul-de-sac or turnaround in Glen Mary Manor
May Avenue	5	Between East Campbell Road and Hamburg Street
Melrose Street	8	Entire length
Miles Standish Road	8	Between Merritt Drive and Guilderland Avenue
Miles Standish Road	8	Between Merritt Drive and Helderburg Avenue
Myrtle Avenue	8	Entire length
Oakdale Avenue [Added 7-10-1991 by L.L. No. 6-1991]	8	From the intersection of Lawndale Avenue to the intersection of Vinewood Avenue
O'Brien Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Old Mariaville Road	10	From Putnam Road east to Mariaville Road
Palm Avenue [Added 9-10-1986 by L.L. No. 18-1986]	4	From Tulip Street to the dead end of Palm Avenue
Patton Drive [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Paul Avenue	4	Entire length
Peter Road	8	Entire length
Phillip Street	8	Entire length
Princetown Road [Added 5-9-1990 by L.L. No. 9-1990]	6	From Phillips Road to Putnam Road
Priscilla Lane	8	Entire length
Putnam Road	6	From West Campbell Road to Mariaville Road
Rensselaer Avenue [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length

Name of Street	Maximum Weight (tons)	Location
Risoli Lane	6	From Duanesburg Road to Mary Lane
Robinwood Avenue	8	From Rt. 7, Curry Road, south to dead end
Roselawn Avenue/Laura Street	8	From Guilderland Avenue to Cedarlawn Avenue
Schermerhorn Road	4	Entire length
Spruce Street [Added 7-23-1986 by L.L. No. 15-1986]	4	Entire length
Sterling Road	6	Entire length
Stoodley Place	8	Entire length
Stuart Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Summer Street	8	Entire length
Sunrise Boulevard [Added 4-26-1989 by L.L. No. 8-1989]	8	Entire length
Taylor Street ³ [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	Entire length
Tower Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	From Altamont Avenue to Marlette Street
Trinity Avenue	4	Entire length
Vandervere Street [Amended 10-23-2002 by L.L. No. 16-2002]	4	Entire length
Vincent Avenue	8	Entire length
Vinewood Avenue [Added 7-10-1991 by L.L. No. 6-1991]	8	From the intersection of Sunrise Boulevard to the by point of intersection with the B-1 Retail Business District, approximately 150 feet west of Guilderland Avenue
Wagner Street [Added 6-14-1989 by L.L. No. 13-1989]	8	From Chapel Street to Cady Avenue
Wallace Avenue	8	Entire length
Wellington Avenue	8	Entire length
Westside Avenue	8	From Oaklawn Avenue to Helderberg Avenue

3. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.

Name of Street	Maximum Weight (tons)	Location
Williams Street ⁴ [Amended 2-26-1997 by L.L. No. 3-1997; 12-19-2001 by L.L. No. 17-2001]	2	From Duanesburg Road to Mariaville Road
William Street (Carmen)	5	Entire length

~~4. Editor's Note: According to L.L. No. 17-2001, school buses and service vehicles for the purpose of local residential pickup and delivery are excluded from this restriction.~~

Local Law Filing

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

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

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

of Rotterdam

Local Law No. 10 of the year 20²³

A local law enacting amendments to the weight limits of certain roads within the Town of Rotterdam
(Insert Title)

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

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

of Rotterdam as follows:

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 10 of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*) on _____ 2023, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. (Elective Chief Executive Officer*)

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

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

5. (City local law concerning Charter revision proposed by petition.)

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

6. (County local law concerning adoption of Charter.)

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

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

(Seal)

Date: _____

RESOLUTION NO. 270.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A1355 4100	FROM: Office Supplies	-40.34
General	A8189 2000	INTO: Equipment	+40.34
General	A1410 4300	FROM: Conference/Training	-115.00
General	A1410 4100	INTO: Office Supplies	+115.00
General	A1410 4202	FROM: Informational Mailer	-2,000.00
General	A1410 4400	INTO: Copier Contract & Repair	+2,000.00
General	A3620 4901	FROM: Bldg. Insp. Bldg. Demo	-10,000.00
General	A3620 4602	INTO: Safety Supplies	+10,000.00
S2	S28130 2000	FROM: Equipment	-5,000.00
S2	S28120 4857	INTO: SS2 Auto Equip. & Supply	+2,500.00
S2	S28130 4865	INTO: SS2 Lab Equip. Parts & Sup.	+2,500.00

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **September 8, 2023**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2023 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of September 13, 2023

Background Information: Budget transfers are needed to correct lines

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so.

Recommendation(s): To be placed on the Town Board meeting of September 13, 2023 and approve the transfer.

Attachment/Document(s): Memos from Brad Canning, Diane Marco and James Keith.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 113 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

"A Nice Place to Live"

"A Nice Place to Do Business"

Town of *Rotterdam*
Office of Town Assessor

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 ext 396 • Fax: 518-356-4319 • www.rotterdamny.org

Date: August 9, 2023
To: Marcus Montgomery 
From: Brad Canning, Assessor
Subject: District Taxable Value

The Department of Assessment would like to request a transfer of \$40.34 from budget line 1355-4100 to budget line 1355-2000 for hallway camera equipment.

TOWN OF ROTTERDAM

MEMORANDUM

DATE: August 24, 2023
TO: Mollie Collins, Supervisor
FROM: Diane M. Marco, Rotterdam Town Clerk
SUBJECT: Budget transfers

Please Transfer:

Into Line item: A1410-4100 TC Office Supplies	+115.00
From: A1410-4300 Conference /Training	-115.00

My supplies line is short (-\$7.25) and to get through to the end of year the transfer will need to be done

TOWN OF ROTTERDAM

MEMORANDUM

DATE: August 28, 2023
TO: Mollie Collins, Supervisor
FROM: Diane M. Marco, Rotterdam Town Clerk
SUBJECT: Budget transfers

Please Transfer:

Into Line item:	A1410-4400 TC Copier Contract& Repair	+2,000.00
From:	A1410-4202 Informational Mailer	- 2,000.00

My Copier contract and monthly amount for the copier was paid from DPW and should have been the TC and to get through to the end of year the transfer will need to be done.

Memorandum

To: Mollie Collins, Supervisor
From: James Keith, Senior Building Inspector *JK*
Subject: Budget Transfer
Date: August 30, 2023

Please transfer the following funds to cover expenses:

From	A3620 4901 Building Insp. Building Demolition	Amount	\$10,000.00
To	A3620 4602 Safety Supplies	Amount	\$10,000.00
From	S28130 2000 Equipment	Amount	\$ 5,000.00
To	S28120 4857 SS2 Auto Equipment & Supply	Amount	\$ 2,500.00
To	S28130 4865SS2 Lab Equip. Parts & Supplies	Amount	\$ 2,500.00

Thank you.

cc: Marcus Montgomery
Paul Sebesta

RESOLUTION NO. 271.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of August 2023, has been placed on file and the Town Clerk's check in the amount of five thousand eight hundred thirty-five dollars and 21/100 (\$5,835.21) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective September 13, 2023

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: **September 1, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **August \$5,835.21** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **September 13, 2023**

TO BE PLACED ON TOWN BOARD MEETING OF: **September 13, 2023**

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of **September 13, 2023**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

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

**Monthly Worksheet of Daily Work
August 2023**

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Games of chance 3% Bingo	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
8/1/2023	\$629.00	\$304.00	\$283.60	\$20.40	\$175.00	\$17.00	\$158.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/2/2023	\$374.00	\$169.00	\$157.51	\$11.49	\$185.00	\$20.00	\$165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/3/2023	\$729.00	\$219.00	\$204.02	\$14.98	\$305.00	\$29.00	\$276.00	\$120.00	\$67.50	\$52.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/4/2023	\$1,115.51	\$664.00	\$625.19	\$38.81	\$285.00	\$25.00	\$260.00	\$40.00	\$22.50	\$17.50	\$36.51	\$0.00	\$0.00	\$0.00	\$0.00
8/7/2023	\$536.00	\$154.00	\$144.78	\$9.22	\$222.00	\$24.00	\$198.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/8/2023	\$345.00	\$224.00	\$210.19	\$13.81	\$91.00	\$9.00	\$82.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/9/2023	\$744.61	\$323.00	\$303.73	\$19.27	\$195.00	\$13.00	\$182.00	\$120.00	\$67.50	\$52.50	\$21.61	\$0.00	\$0.00	\$0.00	\$0.00
8/10/2023	\$637.00	\$294.00	\$277.80	\$16.20	\$118.00	\$12.00	\$106.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
8/11/2023	\$526.00	\$271.00	\$256.05	\$14.95	\$180.00	\$14.00	\$166.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/14/2023	\$528.00	\$147.00	\$138.88	\$8.12	\$141.00	\$13.00	\$128.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/15/2023	\$230.00	\$35.00	\$33.06	\$1.94	\$65.00	\$5.00	\$60.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/16/2023	\$619.00	\$433.00	\$407.65	\$25.35	\$166.00	\$19.00	\$147.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/17/2023	\$287.00	\$132.00	\$123.99	\$8.01	\$85.00	\$8.00	\$77.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/18/2023	\$227.00	\$77.00	\$72.03	\$4.97	\$45.00	\$3.00	\$42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
8/20/2023	\$444.00	\$239.00	\$225.08	\$13.92	\$110.00	\$8.00	\$102.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/21/2023	\$543.52	\$321.00	\$303.28	\$17.72	\$40.00	\$5.00	\$35.00	\$80.00	\$45.00	\$35.00	\$7.52	\$0.00	\$0.00	\$0.00	\$0.00
8/23/2023	\$674.72	\$207.00	\$195.60	\$11.40	\$160.00	\$14.00	\$146.00	\$40.00	\$22.50	\$17.50	\$32.72	\$0.00	\$0.00	\$0.00	\$0.00
8/24/2023	\$383.00	\$238.00	\$223.43	\$14.57	\$60.00	\$4.00	\$56.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/25/2023	\$626.22	\$231.00	\$216.09	\$14.91	\$140.00	\$16.00	\$124.00	\$40.00	\$22.50	\$17.50	\$40.22	\$0.00	\$0.00	\$0.00	\$0.00
8/28/2023	\$340.48	\$147.00	\$138.16	\$8.84	\$75.00	\$5.00	\$70.00	\$80.00	\$45.00	\$35.00	\$18.48	\$0.00	\$0.00	\$0.00	\$0.00
8/29/2023	\$324.00	\$134.00	\$125.16	\$8.84	\$60.00	\$4.00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/30/2023	\$257.00	\$97.00	\$90.91	\$6.09	\$120.00	\$8.00	\$112.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/31/2023	\$475.82	\$259.00	\$243.98	\$15.02	\$150.00	\$13.00	\$137.00	\$0.00	\$0.00	\$0.00	\$16.82	\$0.00	\$0.00	\$0.00	\$0.00
Audited by dmm 8/31/23	\$11,595.88	\$5,319.00	\$5,000.17	\$318.83	\$3,173.00	\$288.00	\$2,885.00	\$840.00	\$472.50	\$367.50	\$173.88	\$0.00	\$0.00	\$0.00	\$50.00

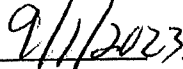
Account Description	Fee Description	Account#	Qty	Local Share	
Conservation	Conservation	A1255	23	318.83	
			Sub-Total:	\$318.83	
Dog Licensing	Exempt Dog	A2544	5	0.00	
Dog Licensing	Female, Spayed	A2544	96	1,344.00	
Dog Licensing	Female, Unspayed	A2544	13	221.00	
Dog Licensing	Male, Neutered	A2544	105	1,470.00	
Dog Licensing	Male, Unneutered	A2544	16	272.00	
Dog Licensing	Replacement Tags	A2544	1	3.00	
			Sub-Total:	\$3,310.00	
Late Fees	Late Fee -Dog Renewal	A1550	34	340.00	
			Sub-Total:	\$340.00	
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	21	367.50	
			Sub-Total:	\$367.50	
Misc	Misc		7	173.88	
			Sub-Total:	\$173.88	
MISC. FEES	Certified Copies	A1255	99	990.00	
			Sub-Total:	\$990.00	
One Day Officiant License	One Day Officiant License	A1255	2	50.00	
			Sub-Total:	\$50.00	
parade permit	Parade Permit	A002545	1	25.00	
parade vending permit	Parade Permit	A002545	1	25.00	
			Sub-Total:	\$50.00	
PERMIT FEES	Garage Sale	A2590	102	510.00	
			Sub-Total:	\$510.00	
Senior Discount	Senior Discount	A2544	45	-425.00	
			Sub-Total:	-\$425.00	
Soliciting	Soliciting Hawking Peddler	A2545	1	150.00	
			Sub-Total:	\$150.00	
			Total Local Shares Remitted:	\$5,835.21	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			288.00	
Amount paid to:	NYS Environmental Conservation			5,000.17	
Amount paid to:	State Health Dept. For Marriage Licenses			472.50	
Total State, County & Local Revenues:		\$11,595.88	Total Non-Local Revenues:		\$5,760.67

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.



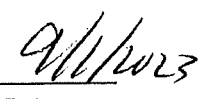
Supervisor



Date



Town Clerk



Date

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

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

2918

DATE 6/11/2013 6/11/2013

PAY
TO THE
ORDER OF

\$ 1053.85

DOLLARS

KeyBank 

KeyBank National Association

MEMO

Sept 11 - 1961

Mobile
Deposit
Safe

Sam Clark

121

September 13, 2023

RESOLUTION NO. 272.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CUSACK AND
COMPANY, CERTIFIED PUBLIC ACCOUNTANTS LLC**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Cusack & Company, Certified Public Accountants LLC, located at 7 Airport Park Boulevard, Latham, NY 12110, for auditing services of the Rotterdam Public Housing Agency, in the amount not to exceed seven thousand one hundred and 00/100 (\$7,100.00) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM



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

LEGISLATIVE REQUEST FORM

DATE: September 8, 2023
TO: Supervisor's Office
FROM: Comptroller's Office
TITLE OF REQUEST: Sign Agreement for Cusack & Co. To perform 2022 HUD Audit

TOWN BOARD MEETING: September 13, 2023

Background Information: Cusack & Company will conduct an audit on the 2022 HUD (Section 8 housing).

Evaluation/Analysis: Cusack & Company has consistently conducted audits for the Town over the course of several years.

Recommendation(s): Authorize the Supervisor to sign agreement for services of Cusack & Company pertaining to the 2022 HUD audit.

Attachment/Document(s): Agreement for signature

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CUSACK & COMPANY
Certified Public Accountants LLC
7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110
(518) 786-3550
FAX (518) 786-1538
E-MAIL ADDRESS: CPAS@CUSACK.CPA
WWW.CUSACK.CPA

RECEIVED
AUG 25 2023
Town of Rotterdam
SUPERVISORS OFFICE

MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

August 23, 2023

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

We are pleased to confirm our understanding of the services we are to provide for the Town of Rotterdam Public Housing Agency (the "Agency") for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the Agency, which comprise the statement of financial position as of December 31, 2022, and the related statements of activities for the year then ended, and the disclosures (collectively, the "financial statements"). Also, the schedule of expenditures of federal awards and the supplementary information accompanying the financial statements required by the U.S. Department of Housing and Urban Development (HUD)'s Uniform Financial Reporting Standards for HUD Housing Programs will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of the supplementary information referred to in the first paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1. Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they

have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures-Internal Control

We will obtain an understanding of the Agency and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Agency's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Agency in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance, and the supplementary information required by HUD's Uniform Financial Reporting Standards for HUD Housing Programs, based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and other supplementary information. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the information return, but management must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, schedule of expenditures of federal awards, the supplementary information required by HUD's Uniform Financial Reporting Standards for HUD Housing Programs, and related notes in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review as soon as it is received by you.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Management is also responsible for ensuring that the electronic submission of required financial and compliance data to HUD's Real Estate Assessment Center (REAC) is complete, accurate, and timely, in accordance with your regulatory and contractual obligations to HUD. Performance of the agree-upon procedure required by HUD relating to the electronic submission of your financial information will be addressed in a separate letter.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, other supplementary information, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, other supplementary information, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, other supplementary information, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cusack & Company CPAs, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Secretary of Housing and Urban Development or its designee, the HUD Inspector General, or the U.S. Government Accountability Office or their representatives for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cusack & Company CPAs, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation (hardcopy or electronic) to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by HUD. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kenneth B. Claflin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit in May 2023.

We estimate that our fees for the audit and other services will not exceed \$7,100. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

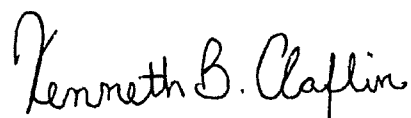
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Town Board of the Town of Rotterdam Public Housing Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Kenneth B. Claflin, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Rotterdam Public Housing Agency.

Town Supervisor

Date

RESOLUTION NO. 273.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENMAN-PEDERSEN
INC.(GPI) FOR PROFESSIONAL ENGINEERING SERVICES OF A WHOLE
BUILDING GENERATOR FOR THE ROTTERDAM SENIOR CITIZENS CENTER**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Greenman-Pedersen, Inc, located at 80 Wolf Road, Suite 300, Albany, NY 12205, for professional engineering design services for a whole building generator to serve the Rotterdam Senior Citizens Center, at 2639 Hamburg St., in the amount not to exceed fourteen thousand five hundred and 00/100 (\$14,500.00) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

August 14, 2023

Mr. Lloyd H. Denny Jr.
Building Inspector/Code Enforcement
Town of Rotterdam, Dept. of Public Works
1100 Sunrise Blvd.
Rotterdam, NY 12306

Via Email

Re: Rotterdam Senior Center, Rotterdam, NY

Dear Mr. Denny Jr.:

Thank you for taking the time to review the generator project with myself and Mr. Mark Anderson from my office last week. It was a pleasure meeting you and reviewing the project needs.

Greenman-Pedersen, Inc. (GPI) is pleased to submit the following proposal to provide professional engineering design services for a whole building generator to serve the Rotterdam Senior Center, at 2639 Hamburg St.

Our proposal provides for basic engineering services which will include construction documents, plans and technical specifications.

Scope of Work

1. GENERAL

- a. Site visits during design to verify existing electrical service arrangement, as well as natural gas service arrangement.
- b. Provide sign and sealed Bid Documents.

2. ELECTRICAL

- a. Modifications to existing building service to incorporate automatic transfer switch.
- b. Locate generator and provide generator installation details.
- c. Right size generator to accept maximum building load plus 25% spare capacity for future loads.
- d. Building and Electrical Code review.
- e. Provide building plans indicating conduit routings and new equipment locations.
- f. Coordinate with National Grid for determining maximum building kW demand.
- g. Provide required Division 26 specifications for project specific electrical work.

3. PLUMBING

- a. Coordinate with National Grid for gas service modifications to serve proposed generator.
- b. Provide plans detailing gas piping and all required appurtenances.
- c. Provide required Division 21 and 23 specifications for project specific plumbing work.
- d. Building and Plumbing Code review.

Assumptions

- GPI has assumed two (2) site visits during the project design phase.
- Bidding and Construction phase services are excluded at this time.
- Specifications will be provided in manual or spec book format.
- Town of Rotterdam will provide letter to National Grid allowing release of electrical and gas usage data to GPI.
- One (1) opinion of probable construction cost has been included in the scope of this proposal. Cost to be provided at the completion of the design effort, prior to bidding.
- Value engineering after bidding which requires redesign services is excluded.
- Program changes which require redesign are excluded.
- Short circuit studies, over-current protective device coordination studies, arc flash studies are excluded (exclusive of code required labeling).

Deliverables

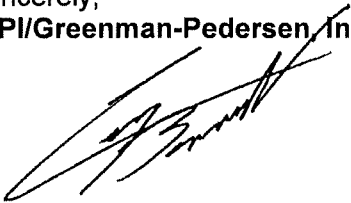
- GPI will provide the Town of Rotterdam with electronic (PDF) versions of our completed construction documents. Plans will be signed and sealed for building permits.
- GPI will provide one mylar copy for record after bidding and incorporation of any addendums.

Fee Schedule

GPI can perform the above scope of work for a lump sum fee of \$14,500.00.

GPI appreciates the opportunity to submit this proposal. If during your review of this proposal you should have any questions, please do not hesitate to contact me. If you agree with this proposal, please sign and date this as well as initialing the following Terms and Conditions, then return a copy to me and retain a copy for your files.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Curt Benedetto Jr, PE
Vice President

Client Authorization

Signature

Date

Print Name

Execution of this document constitutes a contract between the client and GPI for the services mentioned herein. GPI's liability for any claims pursuant to the work performed under this agreement is limited to the fee noted above.

RESOLUTION NO. 274.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENMAN-PEDERSEN,
INC.(GPI) FOR PROFESSIONAL ENGINEERING SERVICES ON THE NY ROUTE 5S
BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS PROJECT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Greenman-Pedersen, Inc, located at 80 Wolf Road, Suite 300, Albany, NY 12205, for professional engineering services related to the NY Route 5S Bicycle and Pedestrian Access Improvements Project, in the amount not to exceed thirty-four thousand 00/100 (\$34,000.00) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter a Supplemental Agreement with GPI to provide design services for installation of a new water main and services along Main Street (Route 5S), from Mohawk Drive to Parkis Street.

TOWN BOARD MEETING: September 13, 2023

Background Information: GPI is currently providing design services for the Route 5S Bicycle and Pedestrian Access Improvements, which 80 percent of the project cost utilizes federal funding. As part of the design process, it was determined that the proposed stormwater improvements will impact the existing watermain and services. This supplemental agreement will fund the design work for new watermain and services.

Evaluation/Analysis: The cost provided by GPI is reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost for providing supplemental engineering services for the maximum amount of \$34,000.00.

Attachment/Document(s): See supplemental scope of services and cost prepared by GPI.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**Architectural/ Engineering
Consultant Agreement
Supplemental Agreement 1**

PIN (s) 1761.82 Municipal Contract No.

Agreement made this day of by and between

Town of Rotterdam

Having its office located at 1100 Sunrise Boulevard, Rotterdam, New York 12306
(The "TOWN")

And

Greenman-Pedersen, Inc.

With its office located at 80 Wolf Road, Suite 300, Albany, NY 12205
(the "Consultant," the "signatory" and the "prospective participant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the **NY Route 5S Bicycle and Pedestrian Access Improvements** (as described in detail in Attachment A annexed hereto, the "Project" or "PROJECT") the TOWN has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the TOWN has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the **SUPERVISOR** is authorized to enter this Agreement on behalf of the TOWN,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement"
- **Attachment "A"** – Project Description and Funding
- **Attachment "B"** – Scope of Services
- **Attachment "C"** – Engineering Fee

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the **TOWN** with deliverables more specifically described in Attachments "A" & "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the **TOWN**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachments "A" & "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the **TOWN**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the **TOWN** shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based upon the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

**PIN 1761.82: NY Route 5S Bicycle and Pedestrian Access Improvements
Town of Rotterdam, Schenectady County NY**

3.1 Cost Plus Fixed Fee Method		
	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE
Item I	- Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. - The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the TOWN. - If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	- Actual cost incurred in the performance of this Agreement as identified in Attachment "C" or otherwise approved in writing by the TOWN or its representative. - Not to exceed the maximum allowable hourly rates of pay described in Attachment "C" of this Agreement, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the TOWN.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.
Item III	Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related Costs, which become the property of the TOWN at the completion of the work or at the option of the TOWN .	Salvage value
		- The CONSULTANT shall be paid in <u>monthly</u> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachments "B" and "C". - Invoices are subject to approval of the TOWN and TOWN's Representative.

**PIN 1761.82: NY Route 5S Bicycle and Pedestrian Access Improvements
Town of Rotterdam, Schenectady County NY**

	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	- Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the TOWN, NYSDOT, and FHWA - For the purposes of this Agreement, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the TOWN for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item.	The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>138 %</u>, in all events not to exceed <u>138%</u>, subject to audit.	
Item V	- Negotiated Lump Sum Fixed Fee - Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless the Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	A negotiated Lump Sum Fixed Fee which in this Agreement for GPI shall equal <u>\$3,000.</u>	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$34,000.</u>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the **TOWN**, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) and the FEDERAL HIGHWAY ADMINISTRATION (FHWA), shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the **TOWN**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

5.2 In order to enable the **TOWN** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- X. Records of Direct Non-Salary Costs;
- XI. Copies of any subcontracts relating to said contract;
- XII. Location where records may be examined; and
- XIII. Name, address, and telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The **TOWN** will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the CONSULTANT is not in default of this Agreement.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the **TOWN** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the **TOWN** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **TOWN** on a monthly basis or such alternative interval as the **TOWN** directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the **TOWN**, in writing, of this fact prior to beginning any of the work. The **TOWN** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **TOWN** determines that such work does constitute extra work, the **TOWN** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **TOWN**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **TOWN** to the CONSULTANT for execution after approvals have been obtained from necessary **TOWN** officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the **TOWN** all assistance required by the **TOWN**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the **TOWN**'s directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. INDEMNIFICATION; INSURANCE

The CONSULTANT shall be responsible for all damage to life and property due to negligent or intentional acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees in the performance of its service under this Agreement.

Further, the CONSULTANT shall defend, indemnify and save harmless the **TOWN**, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONSULTANT, its subcontractors, agents or employees, to the extent of its responsibility for such claims, damages, losses and expenses. Such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent or intentional performance of service, within the meaning of this Article, shall include, in addition to negligence or intent founded upon tort, negligence or intent based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the **TOWN** beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for the Project, Professional Liability Insurance in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00), issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Agreement. The CONSULTANT shall supply any certificates of insurance required by the **TOWN** and adhere to any additional

requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the CONSULTANT shall secure and keep insured during the life of this Agreement, Workman's Compensation Insurance for the benefit of such employees as are necessary to be insured in compliance with the provisions of the New York State Workman's Compensation Law. The CONSULTANT shall secure policies of general and automobile liability insurance and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) each.

The CONSULTANT shall furnish a certified copy of said policies to the **TOWN** at the time of execution of this Agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data related to this PROJECT existing in the office of the **TOWN** or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records shall be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **TOWN**, the State, the Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the CONSULTANT within the State of New York, or a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT shall not make any charge or claim for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the **TOWN** may decide, it being understood, however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **TOWN** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The **TOWN** shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the **TOWN** - if a termination is brought about for the convenience of the **TOWN** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the **TOWN** 's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the **TOWN**, of the total amount of work contemplated by the Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the **TOWN** shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the **TOWN**. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the **TOWN** for any damages it may sustain by reason thereof. Upon the delivery of all such data to the **TOWN**, the **TOWN** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the **TOWN** by reason hereof, and that he will

not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **TOWN**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit. Further, the employees and agents of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the **TOWN** and will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **TOWN**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **TOWN** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **TOWN**. Further, the CONSULTANT shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the **TOWN**. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the **TOWN** may deem necessary or appropriate.

If this provision is violated, the **TOWN** may revoke and annul the Agreement and the **TOWN** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the **TOWN**.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the **TOWN** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic

municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All subcontractors and subconsultants performing work on this project shall be bound by the same required agreement provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the **TOWN**.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an

officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the **TOWN** may, in certain circumstances, provide compensation for such work.
- B. Neither the **TOWN** 's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the **TOWN** in accordance with applicable law for all damages to the **TOWN** caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the **TOWN** provided for under this Agreement are in addition to any other rights and remedies provided by law.

- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and **TOWN** Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the N.Y. Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 11 1506.5

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the PROJECT including:

- a. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing

**PIN 1761.82: NY Route 5S Bicycle and Pedestrian Access Improvements
Town of Rotterdam, Schenectady County NY**

contracts in excess of \$10,000, the CONSULTANT shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The CONSULTANT shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the N.Y. Labor Law or a building service contract covered by Article 9 thereof, neither CONSULTANT'S employees nor the employees of its SUBCONTRACTORS may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the N.Y. Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONSULTANT and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the N.Y. Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the N.Y. Labor Law and Section 139-h of the N.Y. State Finance Law, if this contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of this Agreement, that neither the CONSULTANT nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If the CONSULTANT, or any of the aforesaid affiliates of CONSULTANT, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The CONSULTANT shall so notify the **TOWN** and the State Comptroller within five (5) business days of such conviction, determination of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the N.Y. Civil Practice Law & Rules ("CPLR"), CONSULTANT hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONSULTANT'S actual receipt of process or upon the **TOWN**'s receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the **TOWN**, in writing, of each and every change of address to which service of process can be made. Service by the **TOWN** to the last known address shall be sufficient. CONSULTANT will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the **TOWN** beyond the monies legally available for the purposes hereof.

30.2 During the term of this Agreement, the contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the **CONSULTANT** shall give the **TOWN** thirty (30) days written notice in advance of such event.

30.3 The **CONSULTANT** shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement, and shall comply with all applicable laws, rules and regulations.

30.4 The **TOWN** shall bear no responsibility other than that set forth in this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

**PIN 1761.82: NY Route 5S Bicycle and Pedestrian Access Improvements
Town of Rotterdam, Schenectady County NY**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: **TOWN** Contract # _____

Town of Rotterdam	Greenman-Pedersen, Inc.
By: _____	By: _____
Date: _____	Date: _____

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the Town of Rotterdam.

Notary Public, _____, N.Y.

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he resides at _____; that he/she is the _____ of Greenman Pedersen, Inc., the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his position as a duly authorized representative of the Consultant.

Notary Public, _____, N.Y.

**Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding**

PIN: 1761.87

Term of Agreement Ends: **December 31, 2024**

BIN:

- ☐ Main Agreement
☐ Amendment to Agreement # _____
☒ Supplement to Agreement # 1

Phase of Project Consultant to work on:

- ☒ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☐ Construction, C/I

Dates or term of Consultant Performance: _____ through _____

Start Date: August 29, 2023

Finish Date: December 31, 2024

PROJECT DESCRIPTION:

Design to replace and upsize the existing waterline along NYS Route 5S within the defined project limits below. This design will include replacement of all hydrants, replacement of all valves, replacement of the existing services up to the highway boundary and re-establishing the existing service connections.

Project Location:

**NY Route 5S Bicycle and Pedestrian Access Improvements
From Mohawk Drive to Parkis Street, Town of Rotterdam NY**

Consultant Work Type(s): See Attachment "B" for more detailed Task Lists.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B, FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

<u>Original Agreement \$286,000.00 + SA No. 1 \$ 35,000.00 (this agreement) = \$321,000.00 Total</u>

Attachment B

NY ROUTE 5S WATERMAIN IMPROVEMENTS TOWN OF ROTTERDAM, NY SCOPE OF SERVICES

EXECUTIVE SUMMARY

The project proposes to replace the existing deficient watermain between Mohawk Drive and Parkis Street. The new watermain will be 10” ductile iron and include replacement of all hydrants. The waterline will be located within the travel lanes or under the sidewalk on or along NYS Route 5S depending on the guidance provided by the NYSDOH.

- Design a new watermain between Mohawk Drive and Parkis Street.
 - To include new hydrants and valves.
- Reconnect existing watermain services at the highway boundary.

The **Consultant** will provide preliminary and final design services that include the design of a 10” watermain between Mohawk Drive and Parkis Street.

The project will be designed based upon the following documents:

- Recommended Standards for Water Works
- NYSDOT Highway Design Manual Chapter 13, Appendix F
- Town of Rotterdam Standards

The project will be constructed in accordance with NYSDOT “Standard Specifications for Construction and Materials effective at the time construction commences.

SECTION 1 – GENERAL

1.01 PROJECT DESCRIPTION AND LOCATION

This project is known as: **NY Route 5S Watermain Improvements**

PIN: To be included in PIN 1761.82

Municipality: **Town of Rotterdam**

County: **Schenectady**

All work performed by the **Consultant**, at the **Consultant's** initiative must be within the current project limits specified above.

1.02 CONTRACT ADMINISTRATOR

The **Town's** Contract Administrator for this project is **Peter Comenzo, Senior Planner** who can be reached at **518-355-7575 Ext 338**.

All correspondence to the **Town** should be addressed to:

**Mr. Peter Comenzo
Senior Planner
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306**

The Contract Administrator should receive copies of all project correspondence directed other than to the **Town**.

1.03 PROJECT CLASSIFICATION

The project is assumed to be a Class II Action (Automatic Categorical Exclusion) under USDOT Regulations, 23 CFR 771, in which NYSDOT will be the lead agency for the National Environmental Policy Act (NEPA).

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Unlisted Action, in which the **Town** will be the lead agency for the SEQRA process.

1.04 CATEGORIZATION OF WORK

Project work is generally divided into the following sections:

- Section 1 – General
- Section 2 - Data Collection & Analysis
- Section 3 - Preliminary Design
- Section 6 - Detailed Design
- Section 7 – Advertising, Bid Opening & Award
- Section 8 – Construction Support – *Future Supplemental Agreement*
- Section 9 – Construction Inspection – *Future Supplemental Agreement*
- Section 10 – Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Town** with the reports, plans, estimates and other data specifically described in Sections 1,2,3,6,7 and 10.

1.05 PROJECT FAMILIARIZATION

The **Town** will provide the **Consultant** if available with the following information:

- Plans for future related municipal buildings in the area of the project.
- Record as-built plans of the existing waterline and services.
- Other relevant documents pertaining to this project

The **Consultant** will become familiar with the additional scope of work before starting any work. This includes thorough review of all supplied project information.

1.06 MEETINGS

The **Consultant** 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.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 COST AND PROGRESS REPORT

For the duration of this agreement, the **Consultant** will prepare and submit to the **Town** on a monthly basis a Progress Report in a format approved by the **Town**. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. In cases where all work under this contract is officially suspended by the **Town**, this task will not be performed during the suspension period.

1.08 POLICY AND PROCEDURES

The design of this project will be progressed in accordance with accepted practices

A. Compliance with Documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- Recommended Standards for Water Works
- NYSDOT Highway Design Manual Chapter 13, Appendix F
- NYSDOT Standard Specifications (Construction and Materials)
- NYSDOT Environmental Procedures Manual
- NYSDOT Engineering Bulletins and Directives
- Town of Rotterdam Design Standards

1.09 SPECIFICATIONS

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specification for Construction and Materials, U.S. Customary units, including all applicable revisions.

1.10 SUBCONSULTANTS - None anticipated for this project.

1.11 SUBCONTRACTORS - None anticipated for this project.

SECTION 2 – DATA COLLECTION & ANALYSIS

2.01 DESIGN SURVEY

It is assumed there has been no change to both topography and planimetric features within the project limits and no supplemental survey will be needed.

2.02 DESIGN MAPPING

No revisions to the design mapping are anticipated.

2.03 DETERMINATION OF EXISTING CONDITIONS

The **Consultant** will inventory the condition of existing visible watermain appurtenances.

2.04 FUTURE PLANS FOR CORRIDOR & COORDINATION W/ OTHER PROJECTS

The **Town** will confirm no new developments are planned in the area that would affect the watermain location and sizing.

2.05 HEAD LOSS ANALYSIS

A head loss analysis will be conducted to ensure the increased pipe diameter does not result in significant pressure loss.

SECTION 3 – PRELIMINARY DESIGN

3.01 DESIGN CRITERIA

The **Consultant** will identify all applicable design standards to be used for the watermain design.

The **Town** will approve the selected project design criteria (either by a written submission or at a meeting).

3.02 DEVELOPMENT OF ALTERNATIVES

- A. Selection of a Design Alternative** - The **Consultant** will develop one proposed layout for review by the Town.

The **Consultant** will meet with the **Town** to discuss the proposed layout to obtain initial input, make revisions and finalize the layout.

3.03 COST ESTIMATE

The **Consultant** will develop, provide and maintain a cost estimate for one design alternative based upon the NYSDOT weighted average bid prices.

The **Consultant** will update the estimate periodically based on unit price changes.

3.04 ADVISORY AGENCY REVIEW

The **Consultant** will provide the **Town** with one (1) paper copy along with an electronic copy of the proposed design for submission to NYSDOH.

The **Consultant** and **Town** in conjunction will prepare the NYSDOH application for public water supply improvements. The **Town** will submit the application to the NYSDOH or Schenectady County Department of Health.

SECTION 4 – ENVIRONMENTAL (Not anticipated for this project)

SECTION 5 – RIGHT-OF-WAY (Not anticipated for this project)

SECTION 6 – DETAILED DESIGN

6.01 ADVANCE DETAIL PLANS

The **Consultant** will develop the approved design alternative to final design. The final design will be included in the contract drawings for the pedestrian bicycle improvement project.

- Drainage and utility plans.
- Watermain profile sheets, as needed.
- Watermain details, as needed.

6.02 FINAL PLANS AND CONTRACT DOCUMENTS

The **Consultant** will revise the design plans based upon comments received by the **Town** and NYSDOH. The Consultant will incorporate the final documents into the PS&E for the pedestrian bicycle improvement project. The package will include:

- Special notes
- Specifications
- Plans
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.)
- Separate bid sheets for share tracking
- Other pertinent information

6.03 COST ESTIMATE

The **Consultant** will develop, provide, and maintain the construction cost estimate for the watermain. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

SECTION 7 – ADVERTISEMENT, BID OPENING AND AWARD

7.01 ADVERTISEMENT

The **Consultant** will incorporate this scope of work with the pedestrian bicycle improvement project for the advertisement to be placed in the NYS Contract Reporter and any other newspaper or publications identified by the **Town**. The Advertisement will not be forwarded until authorization is granted by the **Town**.

7.02 BID PHASE AND OPENING (Letting)

The water main will be bid with the remainder of the 1761.82 project and not in a separate letting. The **Town** will hold the public bid opening. During the bid phase, the **Consultant** will answer any questions from prospective bidders and if necessary, issue an addendum prior to the bid opening.

7.03 AWARD

The **Consultant** will analyze the bid results specific to the watermain. 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
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations
 - Determining appropriateness of price bid for work in the item
- Determining whether the low bidder is qualified to perform the work

SECTION 8 – CONSTRUCTION SUPPORT

Prior to Construction Phase Authorization, GPI will provide scope of services for this section.

SECTION 9 – CONSTRUCTION INSPECTION

Prior to Construction Phase Authorization, GPI will provide scope of services for this section.

SECTION 10 – ESTIMATING & ADDITIONAL TECHNICAL ASSUMPTIONS

10.01 ADDITIONAL ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

- | | |
|------------------|--|
| Section 1 | Estimate 3 meetings, not including the scoping meeting, during the life of this agreement. |
| Section 2 | Assume progress reports will be included on the pedestrian bicycle improvement project. (Not including Supplemental Agreement for Construction Support and Inspection). |
| Section 5 | It is assumed that all work will be performed within the public right of way and that the project will not require any easements or takings. |
| Section 6 | Estimate 1 cost estimate plus 1 update will be required. |
| Section 7 | Advertisements will be placed in Newspaper publications in addition to the NYS Contract Reporter by the Town for the pedestrian/bicycle improvement project with the water main improvements. |

10.02 ADDITIONAL TECHNICAL ASSUMPTIONS

- This project will be developed utilizing current NYS Department of Transportation (NYSDOT) specifications and standards in accordance with all applicable publications.
- Plans will be provided as part of the construction bid documents.
- The project will be progressed on 11x17 (B size) deliverables for all plan submittals. The project will be completed using the current version of MicroStation platforms.
- Test pits will not be required to accurately determine below ground utility locations.
- Traffic Control during the field work will be supplied by **Consultant**.
- The NYSDOH watermain improvement application will be completed by the **Consultant** with assistance from and submitted by the **Town**.
- Additional survey will not be required.

PIN 1761.82: NY Route 5S Bicycle and Pedestrian Access Improvements
Town of Rotterdam, Schenectady County NY

- Any fees associated with the required permits and/or public notification will be paid by the **Town**.
- Comments on all submittals will be provided in a timely manner.
- An electronic copy of documents (PDF format on USB Drive) will be supplied to the **Town** at each submission phase, along with hard copies.

**NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS
TOWN OF ROTTERDAM**

PIN 1761.82

8/29/2023

EXHIBIT A

GREENMAN-PEDERSEN, INC.

----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate						Overtime Category
			1/1/2019 to 12/31/2019	1/1/2020 to 12/31/2020	1/1/2021 to 12/30/2021	1/1/2022 to 12/31/2022	1/1/2023 to 12/31/2023	1/1/2024 to 12/31/2024	
Productive Principal	ASCE IX	\$110.00	\$112.55	\$115.93	\$119.41	\$122.99	\$126.68	\$130.48	A
Project Director	ASCE VIII	\$80.00	\$90.04	\$92.74	\$95.52	\$98.39	\$101.34	\$104.38	A
Principal Engineer	ASCE VII	\$73.00	\$82.16	\$84.63	\$87.17	\$89.78	\$92.47	\$95.25	A
Project Manager	ASCE VII	\$65.00	\$67.53	\$69.56	\$71.64	\$73.79	\$76.01	\$78.29	B
Geotechnical Engineer	ASCE VI	\$55.00	\$59.65	\$61.44	\$63.28	\$65.18	\$67.14	\$69.15	B
Senior Engineer	ASCE VI	\$60.00	\$65.28	\$67.24	\$69.26	\$71.33	\$73.47	\$75.68	B
Construction Supervisor	ASCE VI	\$55.00	\$56.28	\$57.96	\$59.70	\$61.49	\$63.34	\$65.24	B
Project Engineer	ASCE V	\$46.00	\$51.77	\$53.33	\$54.93	\$56.57	\$58.27	\$60.02	B
Engineer	ASCE IV	\$45.00	\$46.15	\$47.53	\$48.96	\$50.42	\$51.94	\$53.50	B
Environmental Engineer	ASCE IV	\$40.00	\$42.77	\$44.05	\$45.37	\$46.74	\$48.14	\$49.58	B
Design Engineer	ASCE III	\$38.00	\$41.64	\$42.89	\$44.18	\$45.51	\$46.87	\$48.28	B
Junior Engineer	ASCE II/I	\$29.00	\$31.51	\$32.46	\$33.43	\$34.44	\$35.47	\$36.53	B
Senior Environmental Scientist	N/A	\$53.00	\$55.15	\$56.80	\$58.51	\$60.26	\$62.07	\$63.93	B
Senior Landscape Architect	N/A	\$72.00	\$81.04	\$83.47	\$85.97	\$88.55	\$91.21	\$93.94	B
Landscape Architect	N/A	\$40.00	\$45.02	\$46.37	\$47.76	\$49.19	\$50.67	\$52.19	B
Senior Engineering Technician	NICET III	\$33.00	\$37.14	\$38.26	\$39.40	\$40.59	\$41.80	\$43.06	C
Engineering Technician	NICET II	\$28.00	\$31.51	\$32.46	\$33.43	\$34.44	\$35.47	\$36.53	C
CADD Operator	NICET II	\$28.00	\$31.51	\$32.46	\$33.43	\$34.44	\$35.47	\$36.53	C
Technician	NICET I	\$25.00	\$28.14	\$28.98	\$29.85	\$30.75	\$31.67	\$32.62	C
Resident Engineer	NICET IV	\$40.00	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	\$48.69	C
Office Engineer/Sr. Inspector	NICET III	\$49.00	\$54.02	\$55.65	\$57.31	\$59.03	\$60.80	\$62.63	C
Construction Inspector	NICET III	\$42.00	\$47.27	\$48.69	\$50.15	\$51.65	\$53.20	\$54.80	C
Construction Inspector	NICET II	\$40.00	\$45.02	\$46.37	\$47.76	\$49.19	\$50.67	\$52.19	C
Construction Inspector	NICET I	\$34.00	\$38.27	\$39.42	\$40.60	\$41.82	\$43.07	\$44.36	C
Technical Typist	N/A	\$30.00	\$33.77	\$34.78	\$35.82	\$36.90	\$38.00	\$39.14	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

**NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS
TOWN OF ROTTERDAM**

**PIN 1761.82
PIN 1761.82
EXHIBIT B, Page 1**

8/29/2023

**GREENMAN-PEDERSEN, INC.
----- ESTIMATE OF DIRECT NON-SALARY COSTS -----**

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	0	250	0	\$0.10	\$0.00
Final DAD	0	250	0	\$0.10	\$0.00
Xerox-Working	0	0	0	\$0.10	\$0.00
Bid Documents	0	0	0	\$0.10	\$0.00
Prints/Plots-Half Size	0	0	0	\$0.10	\$0.00
Prints/Plots-Full Size	0	0	0	\$2.50	\$0.00
Color Copies (Info Meetings)	0	0	0	\$2.50	\$0.00
Exhibits	1	1	1	\$100.00	\$100.00
1. TOTAL					\$100.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site	1	40	40	\$0.550	\$22.00
Municipality	3	30	90	\$0.550	\$49.50
NYS DOT Region 1			0	\$0.500	\$0.00
2. TOTAL					\$71.50

mileage rate shall not exceed the fed CADD Operator

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage		\$0.49	\$0.00
Overnight Delivery		\$10.00	\$0.00
3. TOTAL			\$0.00

4. SUBSURFACE INVESTIGATIONS

Number	Unit Cost	Cost
		\$0.00
4. TOTAL		\$0.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	\$0.00	\$0.00
5. TOTAL			\$0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL **\$0.00**

7. MISCELLANEOUS

Cost		
	\$0.00	
	\$0.00	

GRAND TOTAL **\$171.50**
=====

NY ROUTE 55 BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS
TOWN OF ROTTERDAM
PIN 1761.82
EXHIBIT C
GREENMAN-PEDERSEN, INC
STAFFING TABLE

JOB TITLE	GRADE	RATE	1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	2.01	2.02	2.03	2.04	2.05	3.01	3.02	3.03	3.04	6.01	6.02	6.03	7.01	7.02	7.03	TOTAL HOURS	HOURLY RATE	DIRECT WAGES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS

TOWN OF ROTTERDAM

PIN 1761.82

EXHIBIT D

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

8/29/2023

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	12,607
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$	172
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$	-
CADD Operator		
Item III, Overhead (138%)	\$	17,398
Item IV Fixed Fee (10%)	\$	3,000
Total Estimated Cost	\$	33,176
MAXIMUM AMOUNT PAYABLE	\$	34,000

RESOLUTION NO. 275.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH A-TEAM PUMP &
CONTROL SERVICE, LLC**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with A-Team Pump & Control Service LLC, located at 10 Hemlock St. Latham, NY 12110, to repair and upgrade the Highbridge Road pump station in the amount not to exceed fourteen thousand eight hundred eighty-nine and 60/100 (\$14,889.60) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Mollie Collins, Supervisor

FROM: James Keith, Sr. Building Inspector *JK*

TITLE OF REQUEST: Authorize the Supervisor to enter into a contract with A-Team Pump and Control Service, LLC, for the repair and upgrade of the Highbridge Road Pump Station

TOWN BOARD MEETING: September 13, 2023

Background Information: The pump station on Highbridge Road needs repairs and upgrades. After inspection it was revealed that the rail system at the bottom of the pit have rotten and fallen off. The base elbows and check valves in the bottom of the pit are also rotten.

Evaluation/Analysis: The pump station on Highbridge Road should be repaired. This work would include two (2) new pumps, plumbing, base elbows, check valves and rails.

Recommendation(s): Authorize the Supervisor to enter into a contract with A-Team Pump and Control Service, LLC..

Attachment/Document(s): Sales Quotation

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor

A-Team Pump & Control Service, LLC

10 Hemlock St.
Latham, NY 12110

Estimate

Date	Estimate #
7/21/2023	1030

Name / Address
T/O ROTTERDAM TOWN HALL CARE OF PUBLIC WORKS DPW 1100 SUNRISE BLVD. ROTTERDAM, NY 12306

			Project
Description	Qty	Rate	Total
SERVICE CALL QUOTE TO REMOVE THE OLD RAIL SYSTEM AND INSTALL A NEW BASE ELBOW AND RAIL SYSTEM. THE PARTS ARE ROTTEN IN THE BOTTOM OF THE PIT AND THE RAILS FELL OFF. WE WILL USE THE EXISTING CONTROL PANEL. WE WILL INSTALL 2 NEW PUMPS AND PLUMBING. WE WILL INSTALL NEW GATE VALVES AND CHECK VALVES ALSO. A SEPTIC TRUCK NEEDS TO BE THERE WITH US TO CLEAN THE STATION AND TO REGULATE FLOW TO MOUNT THE BASE ELBOWS. IF THE FLOOR CONDITION IS TO BAD FOR THE BASE ELBOWS WE WILL BILL OUR TIME AND PARTS AND COME UP WITH A SOLUTION. THE ELECTRIC BETWEEN THE PIT AND THE PANEL NEEDS TO BE IN GOOD SHAPE AND IF NOT WE WILL WIRE TEMPORALLY FOR NOW AND COME UP WITH A SOLUTION. ANY OTHER PARTS WILL BE BILLED SEPARATELY.	1	14,889.60	14,889.60
IGP-A231-30, 2HP GRINDER, FPS, 208/230V, 30' CORD, NO FLOAT.	2	0.00	0.00
SST 1" PIPE SCH 40	100	0.00	0.00
FLO PRO UPPER GUIDE RAIL BRACKET. .75", 1", 1.25" RAILS.	2	0.00	0.00
1.25" FLO PRO BASE ASSEMBLY STANDARD.	2	0.00	0.00
FLOMATIC 1.25" PVC BALL CHECK VALVE	2	0.00	0.00
1.25" TRU-union ball valve	2	0.00	0.00
CONFINED SPACE ENTRY WITH PERMIT.	1	0.00	0.00
MISC HARDWARE FOR JOB, ALL PLUMBING AND FITTINGS. THIS INCLUDES UPPER BRACKET SUPPORTS	1	0.00	0.00
3/16" STAINLESS STEEL CHAIN.	60	0.00	0.00
3/16" STAINLESS STEEL SHACKLE.	2	0.00	0.00
THIS PRICE DOES NOT INCLUDE FREIGHT, 3-4 WEEKS LEAD TIME ON PARTS			
		Total	\$14,889.60



A Division Of



100% Employee Owned

Headquarters: 175 Akron Street, Rochester, NY 14609

Service Department:

Buffalo | Rochester | Albany

P - 518-629-3100

F - 518-272-4406

www.siewertequipment.com

*Serving New York Municipalities
and Industry since 1949.*

Laser Alignment Specialists

EMAIL / FAX TRANSMITTAL FORM

Date: Tuesday, August 1, 2023

To: Town of Rotterdam

Attention: Mike Colarissi

Fax/Email: Mcolarossi@rotterdamny.org

Phone: 518-331-4589

From: Ariel Jones

Title: Customer Service Representative

COMMENTS

Subject/Job: Service Proposal

Make/Model: Submersible Station

Serial Number: N/A

PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.

NOTE: TANK NEEDS TO BE EMPTY, CLEANED, AND SHUT DOWN FOR 4 HOURS.

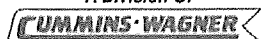
Copy: Will Stradling

Total Number of Pages Including Cover:

4



A Division Of



100% Employee Owned

Service Proposal

Service Department
Buffalo | Rochester | Albany

Voice: P - 518-629-3100

Fax: F - 518-272-4406

Date: **August 1, 2023**

Make/Model: Submersible Station

Serial #: N/A

Proposal #: 82302

PO #:

To: **Town of Rotterdam**
1272 HighBridge Road
Schenectady, NY 12303
Attn: **Mike Colarissi**
Job: Service Proposal

Work/Solution Proposed

Proposal for onsite work: Install rails, base elbows and new pumps. Station upgrade.
- Repair the aforementioned unit utilizing the attached parts list and in accordance with OEM tolerances & specifications. Genuine OEM replacement parts will be provided unless specifically noted otherwise.
2.) Customer is responsible for establishing a safe, clean and accessible work environment.
3.) Siewert Equipment is fully authorized for Service & Repair by Liberty Pump Company.
4.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
5.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
6.) Payment terms are Net 30 days. A 4% processing surcharge applies to all credit card orders. Price quoted does not apply to credit card payments. Please request a revised quote if you need the option to pay by credit card. Merchant name on credit card statement will be **Cummins-Wagner**. This proposal is valid for the next 30 Days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above.

PRICE FOR THIS WORK:

\$15,099

~ Repair lead time:

Weeks

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (3) year manufacturer's warranty.

**** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ****

Proceed with Work

☐

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt:

Yes * ☐

No ☐

* If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll?

Yes ☐

No ☐

If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card*: (✓ one)

MasterCard ☐

Visa ☐

American Express ☐

Card #

Expiration

Security Code

Credit Card: A 4% processing surcharge applies to all credit card orders. Merchant name on statement is Cummins-Wagner.

Mike Colarissi

Town of Rotterdam

Siewert Equipment Co. Inc.

Ariel Jones

Signature:

Signature:

Name:

Name:

Ariel Jones

Title:

Title:

Customer Service Representative

Date:

Date:

8/1/2023

September 13, 2023



Parts List

Service Department Buffalo | Rochester | Albany

Voice: P - 518-629-3100

Fax: F - 518-272-4406

Date: August 1, 2023

Make/Model: Submersible Station

Serial #: N/A

Proposal #: 82302

PO #: 0

To: Town of Rotterdam
1272 HighBridge Road
Schenectady, NY 12303
Attn: Mike Colarissi
Job:

Material List

Quantity	Description
2	Grinder pump
2	Ball & Check Value
2	Guide Rail and Base
2	20' ss Lifting Chain w/ Links
1	1 1/4 Stainless Steels



"A 100% Employee Owned Company"

EESCO Pump & Valve



TERMS AND CONDITIONS

- 1. PRODUCTS:** Products (parts, components, items, materials, assemblies) herein are of the Manufacturer's standard or available construction and specifications. It is Buyer's final responsibility to determine if these products satisfactorily meet Buyer's or Buyer's customer's plans, specifications and requirements. Weights and dimensions when given are approximate unless certified in writing by the Manufacturer.
- 2. SELECTION AND END USE:** Seller is not in any way liable for selection, application, or suitability of products herein for any particular use or for any installation or operational costs incurred with these products, all of the aforesaid being the final responsibility of Buyer.
- 3. QUOTATIONS:** Seller as a service to Buyer may quote orally or in writing from time to time current prices then in effect for products or services offered for sale by Seller; however, such prices are subject to change without notice. Quotations may be withdrawn at any time prior to actual receipt by Seller of a written purchase order and release from Buyer to manufacture and/or ship the products or perform the services described herein. Quotations shall become null and void upon the elapse of thirty (30) days from the date of quotation unless earlier withdrawn. Seller does not assume any responsibility for any variation in quantity or omission of any item in any quotation that may be required by any plan or specification or otherwise. Seller is not responsible for any typographical errors or reproduction deficiencies. Quotations for the Quantities, Products and Services described herein are subject to these Terms and Conditions only; Seller will only accept orders on these exact Terms, Conditions and Provisions and no inconsistent terms, conditions, provisions or modifications will be agreed to unless specifically approved in writing by an officer of Seller.
- 4. PURCHASE ORDERS AND ACCEPTANCE:** Purchase orders of Buyer resulting from oral or written quotations of Seller shall be subject to the Quantities, Products and Services herein, these Terms and Conditions, and the written approval signed by an authorized representative of Seller in the Seller's acknowledgement. Any term(s), condition(s) or provision(s) of Buyer's purchase order which are inconsistent with these stated herein, shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the products or performance of the services described herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's acknowledgement, acceptance of Seller's Terms and Conditions hereof by Buyer shall be presumed and, in the absence of such notification, Buyer's oral or written release to manufacture and/or ship the products or perform the services described herein, shall be conclusively deemed as Buyer's acceptance of these Quantities, Products, Services, Terms and Conditions herein. If Buyer notifies Seller in writing of his objections to any of the Terms, Conditions and Provisions described herein, such objections are not accepted by Seller unless specifically accepted in writing signed by an officer of Seller. Seller's responsibility is limited solely to the furnishing of the products or services described herein and assumes no responsibility for any other or further requirements or conditions expressed in any plan, specification, purchase order or other document.
- 5. SUBMITTAL:** If Specifically requested in writing by Buyer at the time of purchase order, Seller will prepare submittal data (product bulletins, descriptive data, curves, diagrams, each independently as required) for written approval, corrections, or rejection by Buyer, Buyer's customer or Buyer's customer's authorized representative. Any changes in the submitted products required by the approving authority will be at the Buyer's expense and supported by a written change order in accordance with Sellers Terms and Conditions. In case of dispute between Buyer and Seller of required changes or rejection of the products herein, either Buyer or Seller may cancel this contract in writing to the other without penalty, unless Buyer has previously released to manufacture and/or ship the products in question, which in such case Buyer will be fully responsible for the products and all payments as if a submittal had not been requested. In no case will Seller be obligated to offer for sale or furnish any modified or alternate products to those described herein.
- 6. TIME OF SHIPMENT:** Stated shipping dates are approximate. Seller shall not be liable or subject to any special or consequential damages for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, but not limited to, strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers and governmental acts and regulations.
- 7. DELIVERY AND FREIGHT:** Delivery of these products shall be F.O.B. the place of shipment to Buyer. Thereafter Buyer assumes full responsibility for any damage or loss irrespective of Seller's prepayment of freight charges. Buyer shall furnish at Buyer's expense, labor and equipment necessary to expeditiously unload products delivered by Seller. Any expenses incurred by Seller due to the delay in unloading shall be reimbursed to Seller by Buyer.
- 8. STORAGE:** A product held in storage for the convenience of Buyer will be invoiced to Buyer as if the products were shipped and Buyer agrees to pay for same plus additional reasonable storage charges in accordance with the following payment terms.
- 9. PAYMENT:** Buyer agrees to pay Seller within thirty (30) days of invoice date. If Seller has not received payment within these thirty (30) day terms, Seller may add and receive payment from Buyer interest charges at the rate of 1½% per month on unpaid balance plus such other reasonable collection costs and expenses incurred including attorney's fees, collections fees, court costs and otherwise. Cash or anticipation discounts are not offered unless specifically stated on Seller's invoice, no discounts are allowed on freight, shipping, taxes or interest charges. Cash discounts offered for early payment are earned only when payment is received in the office of Seller on or before the specified discount terms or date. Seller reserves the right to make partial invoices(s) for storage, shipments or services performed and receive payment in accordance with the above terms. Buyer agrees not to make any deductions for taxes, freight, retainages, alleged damages or otherwise from any payments due herein. Payment by credit card may incur a 4% fee.
- 10. TAXES:** Buyer shall pay in addition to the purchase price and other charges herein, all excise, sales, privilege, use or other taxes, Federal, State, Local or Foreign, payable by Seller because of the execution of this contract.
- 11. CREDIT AND DEFAULT:** If financial responsibility of Buyer becomes impaired or unsatisfactorily in the sole judgment of Seller under this or any other contract between the parties, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller and any shipments due under this or any contract may be withheld until all payments due are received in full and Buyer's credit has been re-established satisfactorily in the sole judgment of Seller. In addition to all other remedies, in the event of default by Buyer under the terms of this agreement, Seller shall have the right to take exclusive possession of the products sold herein wherever found and to remove same without legal process, any payments having been made on account thereof to be retained by Seller as liquidated damages; or Seller may, in addition to all other remedies available to it, if it deems said products are not readily removable or resalable, sue for and collect any unpaid payments including interest charges, plus such other costs and expenses as Seller has incurred or may incur which shall become immediately due and payable upon Buyer's default of any of the terms of this contract, said remedies to be cumulative.
- 12. WARRANTIES:** There is NO WARRANTY, representation or condition OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE) by Seller regarding the products herein; Buyer is solely limited to the Manufacturer's express written warranty, copies of which will be furnished to Buyer upon request. No warranty conditions will be considered until payment of this contract has been made in full.
- 13. SELLER'S LIABILITY:** Seller's liability shall be limited to the stated selling price of any defective product and in no event shall Seller be liable for prospective profits or special, direct, indirect or consequential damages of any kind caused by a product, component or part failure. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any product, component or part herein.
- 14. RETURNS:** Products purchased herein may not be returned without the express written permission of Seller, as evidenced by Seller's or Manufacturer's properly authorized return material form, of which a copy must accompany the returned material. Authorized returns shall be shipped at the expense and liability of Buyer to the destination specified by Seller. Such returns are accepted by Seller or Manufacturer for inspection only; any allowance or credit originates with the Manufacturer subject to charges for freight, handling, inspection, repair, restocking and otherwise. Damaged, installed, used or special order products are not returnable. Seller or Manufacturer will not accept debit charges from Buyer for returned products.
- 15. SERVICE:** Seller does not include any field or shop labor or service equipment and/or materials for the products herein unless specifically stated as an item in the body of this contract. Any service requested in addition to that not included in the body of this contract will be considered a separate contract and require a separate purchase order from Buyer. No service requests will be accepted or performed when Buyer's account is past due according to the payment terms herein.
- 16. CHANGE, MODIFICATION, CANCELLATION:** This contract cannot be changed, modified or cancelled except by written agreement executed by Buyer and an officer of Seller.
- 17. JURISDICTION:** This agreement shall be governed and construed in accordance with the laws of the State of Maryland.

RESOLUTION NO. 276.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND
LOGUDICE FOR A FINAL ASBESTOS INSPECTION**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to provide final visual inspection of asbestos removal for the Senior Center Roof Replacement project in the amount not to exceed two thousand and 00/100 (\$2,000.00) dollars.

SECTION 2. This resolution shall become effective on September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide final visual inspection of asbestos removal for the Senior Center Roof Replacement project.

TOWN BOARD MEETING: September 13, 2023

Background Information: The existing roof contains asbestos. During the construction phase, B&L will provide final visual inspection for the asbestos removal to facilitate the roof replacement.

Evaluation/Analysis: The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost to provide final visual inspection of asbestos at an estimated cost of \$2,000.00.

Attachment/Document(s): See proposal from B&L.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



September 5, 2023

Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Asbestos Final Visual Inspection Services
Rotterdam Senior Center Roof Replacement Project

File: 704.4341

Dear Supervisor Collins,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this scope of services and fee agreement for the above referenced project.

Background

In accordance with our understanding of the scope of services, we are providing this scope and fee to the Town of Rotterdam (Town) for asbestos final visual inspection services for the Rotterdam Senior Center roof replacement project located at 2639 Hamburg St, Schenectady, New York. It is B&L's intent to provide final visual inspection services for asbestos removal in order to facilitate roof abatement.

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Asbestos Final Visual Inspection

B&L will provide asbestos final visual inspections as required. This will include post-abatement visual inspections to verify and document satisfactory removal of asbestos-containing materials. The services will be conducted by an experienced industrial hygiene technician accredited as a project monitor and air sampling technician. Final visual inspection services will include observation, to the extent feasible, of the asbestos contractor's work, visual inspections and coordination with Town representatives.

A report summarizing our services will be issued at the completion of the project. The report will include pertinent data including but not limited to site logs and licensure.

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement.

Fee for Services

Our fees for the provision of the services defined above for are provided below. The unit rates below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work. Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below.



Mollie Collins
Town Supervisor
September 5, 2023
Page 2

Tasks	Description	Unit Price
1	Asbestos Final Visual Inspection Services	\$500 per site visit

Our fees for the provision of the services defined above is estimated at \$2,000. This estimated fee is based on 4 site visits to perform asbestos final visual inspections

Assumptions:

1. The per visit cost for asbestos final visual inspections include provision of services for a four-hour (half) work shift (maximum) and include labor, equipment, materials, travel, and related expenses to complete the scope of services. Should the extent of services require the provision of more than one half shift per day to cover the abatement contractor's work, shifts extending beyond four hours will be billed as an additional fraction of a half shift. Additional staffing as a consequence of the limited schedule and required to properly oversee the work will be at the discretion of B&L.
2. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work, or any other service not described herein, shall be provided following negotiation of additional compensation.

Please review this agreement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

SLR/JER/DAF

John E. Rigge
Vice President

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie Collins, Town Supervisor, Town of Rotterdam

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The experience to
listen
The power to
solveSM

Barton
&Loguidice
www.bartonandloguidice.com

RESOLUTION NO. 277.23

**TO ADOPT A NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION
MICHAEL AND CATHRINE MCGUIRE – 2917 HAMBURG STREET**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration dated September 13, 2023, as prepared by the Senior Planner, for a Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 6, 2023

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner 

TITLE OF REQUEST: Adopt a Negative Declaration for Change of Zone from Single Family Residential (R-1) to Retail Business (B-1)

TOWN BOARD MEETING: September 13, 2023

Background Information: Michael & Catherine McGuire
1222 Angelo Drive
Schenectady, NY 12303

Change of Zone request on $\pm 10,645$ square feet of $\pm 14,575$ square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.

Evaluation/Analysis: Referred to Planning Commission for Report and Recommendation on June 14, 2023, Planning Commission made a positive recommendation on June 20, 2023, public hearing was held on August 9, 2023.

Recommendation(s): Adopt Draft Negative Declaration as prepared by the Town Senior Planner

Attachment/Document(s): Draft Negative Declaration
SEAF Parts 1 and 2

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 6 NYCRR Part 617 State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

6NYCRR PART 617
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Date: September 13, 2023

This notice has been prepared in accordance with Article 8 of the Environmental Conservation Law by the Town of Rotterdam Department of Public Works Department
(Reference: 6 NYCRR 617.5 Unlisted Action)

SEQRA Status:	Type I	☐
	Type II	☐
	Unlisted	☒

Conditioned Negative Declaration:	Yes	☐
	No	☒

Owner: Michael and Catherine McGuire
1222 Angelo Drive
Schenectady, NY 12306

Tax Map Number(s): #59.19-1-4.1

Project Location: 2917 Hamburg Street
Schenectady, NY 12303

Zoning: Retail Business (B-1) and Single Family Residential (R-1) Zoning Districts

Action: Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination)

This project is an Unlisted Action and the Town conducted as a SEQR coordinated review. The applicant has supplied an Environmental Assessment Form and the Town Board has or has caused to complete Part 2 of this checklist.

The Change of Zone request concerns $\pm 10,645$ square feet of $\pm 14,575$ square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. The rear portion of the parcel to be rezoned is currently zoned R-1. The property is surrounded by a mixed use of commercial and residential development. Hamburg Street was recently reconstructed and the property will be connected to the existing municipal water and sanitary sewer.

As a condition of approval, each residence will be required to connect to municipal sewer. In addition, a curb cut for Lot #2 has already been provided when Hamburg Street was recently reconstructed. Municipal water, electric, gas, is also available.

After a review of the applicable modifications, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:

- (i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
- (iii) the impairment of the environmental characteristics of a Critical Environmental Area.
- (iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
- (v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
- (vi) a major change in the use of either the quantity or type of energy;
- (vii) the creation of a hazard to human health;
- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
- (x) the creation of a material demand for other actions that would result in one of the above consequences;

- (xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
- (xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:

- (i) included in any long-range plan of which the action under consideration is a part;
 - (ii) likely to be undertaken as a result thereof; or
 - (iii) dependent thereon.
- (3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has been assessed in connection with:
- (i) its setting (e.g., urban or rural);
 - (ii) its probability of occurrence;
 - (iii) its duration;
 - (iv) its irreversibility;
 - (v) its geographic scope;
 - (vi) its magnitude; and
 - (vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 13th day of September, 2023 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

Mollie Collins
Town Supervisor

For further information contact:

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338
pcomenzo@rotterdamny.org

Short Environmental Assessment Form **Part 1 - Project Information**

RECEIVED
MAY 26 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: <i>Michael & Catherine McGuire</i>			
Project Location (describe, and attach a location map): <i>2917 Hamburg St. Rotterdam, NY 12303 Lot #2</i>			
Brief Description of Proposed Action: <i>lot is 14575 sq. feet of which 6022 sq. ft. are B1 and 8479 sq. feet are R1 - we would like to streamline into B1 zoning the whole lot.</i>			
Name of Applicant or Sponsor:		Telephone: <i>518-421-8429</i>	
<i>Michael & Catherine McGuire</i>		E-Mail: <i>erminia2@verizon.net</i>	
Address: <i>1222 Angelo Dr.</i>			
City/PO: <i>Schenectady, NY</i>		State:	Zip Code: <i>12303</i>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			☐ ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO YES
If Yes, list agency(s) name and permit or approval:			☒ ☐
3. a. Total acreage of the site of the proposed action?		<i>14575 acres sq. feet</i>	
b. Total acreage to be physically disturbed?		<i>14575 acres</i>	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>14941 acres sq. feet Adjacent Lot</i>	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☒	☐
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Michael McGuire</u> Date: <u>5/26/23</u> Signature: _____ Title: <u>owner</u>		

Agency Use Only [If applicable]	
Project:	McGuire 2917 Hamburg COZ
Date:	September 13, 2023

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

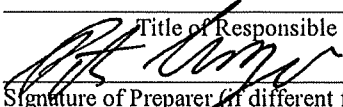
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

PRINT FORM

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Rotterdam Town Board Name of Lead Agency	September 13, 2023 Date
Mollie A. Collins Print or Type Name of Responsible Officer in Lead Agency	Town Supervisor Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	 Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO. 278.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 11 OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1)

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 11 of 2023.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Mollie Collins, Town Supervisor

FROM: Joanne Schillaci, Zoning Officer

TITLE OF REQUEST: Town Board to make a decision on Change of Zone from Single Family Residential (R-1) to Retail Business (B-1)

TOWN BOARD MEETING: September 13, 2023

Background Information: Michael & Catherine McGuire
1222 Angelo Drive
Schenectady, NY 12303

Change of Zone request on $\pm$ 10,645 square feet of $\pm$ 14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.

Evaluation/Analysis: Referred to Planning Commission for Report and Recommendation on June 14, 2023, Planning Commission made a positive recommendation on June 20, 2023, public hearing was held on August 9, 2023.

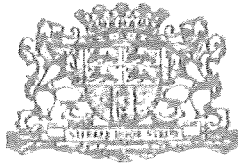
Recommendation(s): Decision on Change of Zone Request from Single Family Residential (R-1) to Retail Business (B-1)

Attachment/Document(s): County 239-m response dated July 18, 2023
Application Site Plan Maps

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2023

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RECEIVED
MAY 09 2023
TOWN OF ROTTERDAM
PUBLIC WORKS



TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee \$1,000

Existing Zone Classification: R1 and B1 - same lot

Proposed Zone Classification: B1 the whole lot

**PART II
GENERAL INFORMATION**

Legal Owner's Name: Michael & Catherine McGuire
Mailing Address: 1222 Angelo Dr.
City: Schenectady State: NY Zip: 12303
Daytime Phone: 518-421-8429 E-mail: erminia2@verizon.net

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: _____

Mailing Address: _____
City: _____ State: _____ Zip: _____
Daytime Phone: _____ E-mail: _____
Project/Proposal Site Area: (Acres or sq. ft.) 14,575 sq. ft.
Assessor Tax Parcel No.(s) of Site: 59-19-1-4.1
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

Street Address of Proposed Site (if any): _____

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Currently there is a residential bldg on lot that needs either tear down or refurbish.

School District: Mohonasen

Fire District: Fire district #3

Water Supply: public

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

2917 Hamburg St., Across from St. Adalbert Cemeteres, Next to St. Peters Rehab

Name of Public Road(s) Providing Access: Rt. 146, Hamburg St.

Width of Property Fronting on the Existing Public Road in Linear Feet: 20 ft.

Does the Proposal Have Access to an Arterial or Planned Arterial? () Yes ☒ No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached: (X) Yes () No

A copy of the assessor's map of the proposed site must be attached: (X) Yes () No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes () No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? _____

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

lot is currently zoned 6022 sq. feet B1
and 8479 sq. ft. R1 - zoning line goes
right thru current residence - would like to
streamline into B1 zoning for possible duplex.

Does any City officer, employee or family member thereof have a financial interest (as defined by
General Municipal Law Section 809) in this application? YES ____ NO ☒ If yes, a statement
disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:

☐ Individual Wells ☒ Public System ☐ Private Community System
☐ Other, please describe _____

Proposed Means of Sewage Disposal:

☒ Public Sewer ☐ Dry Sewer ☐ Community System ☐
Septic Tank & Leachfield ☐ Other, please describe _____

PART III

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information
requested. The legal description has been prepared by me or under my supervision in accordance with the
requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: [Signature]
Address: 138 MONTAGUE AVE
SCOTIA, NY

Date: 5/9/2023
Phone: 518-3930989
Zip: 12302

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

LEGAL OWNER SIGNATURE

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Michael McGuire
Address: 1222 Angelo Dr.
Schenectady, Ny

Michael McGuire
Signature of applicant or representative

Date: _____
Phone: 518-421-8429
Zip: 12303
5/9/23
Date

NOTARY

STATE OF NEW YORK) ss: NY
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 9th day of May, 2023

NOTARY SEAL

[Signature]
Notary Signature

AALIYABANU M. VOHRA
Notary Public, State of New York
No. 01VO6433412
Qualified in Schenectady County
Commission Expires May 16, 2026

Notary Public in and for the State of New York

Residing at: Albany NY

My appointment expires: May 16th 2026

PLEASE AFFIX NOTARY SEAL HERE

LEGAL OWNER SIGNATURE

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Catherine McGuire
Address: 1222 Angelo Dr.
Schenectady, NY

Catherine McGuire
Signature of applicant or representative

Date: _____
Phone: 518-421-8429
Zip: 12303
519123
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany

SUBSCRIBED AND SWORN to before me this 9th day of May, 2023

NOTARY SEAL

[Signature]
Notary Signature

AALIYABANU M. VOHRA
Notary Public, State of New York
No. 01VO6433412
Qualified in Schenectady County
Commission Expires May 16, 2024

Notary Public in and for the State of New York
Residing at: Albany NY

My appointment expires: May 16th 2024

PLEASE AFFIX NOTARY SEAL HERE

Name and Address of All Adjacent Landowners:

NAME: Bettaglino Group
 ADD: 2821 W. Old State Road
Schenectady, NY 12303
Property at 2825 Hamburg Street Tax ID # 59.19-1-5.1

NAME: R.A. O'Connor & L. Cook
 ADD: 262 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.15-8-7.1

NAME: D.A. Kerzlok
 ADD: 2808 Hamburg Street
Rotterdam, NY 12303
Tax ID 59.19-1-3.1

NAME: M. Goff
 ADD: 256 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.15-8-8

NAME: E.M. Brennan & J. Bissonett
 ADD: 250 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.15-8-7.2

NAME: _____
 ADD: _____

NAME: _____
 ADD: _____

NAME: _____
 ADD: _____

TRUSTEE'S DEED

THIS INDENTURE, made the 12th day of December, Two Thousand Eleven,

Between **RUDOLPH J. QUIRINI**, as Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007, currently residing at 790 Westmoreland Drive, Niskayuna, New York 12309,

party of the first part, and

MIKE McGUIRE and CATHERINE McGUIRE, husband and wife, currently residing at 1222 Angelo Drive, Schenectady, New York 12303

parties of the second part,

Witnesseth that the party of the first part, by virtue of the power and authority given to him by The Helen Quirini Revocable Trust dated the 11th day of September 2007, and in consideration of FORTY-SEVEN THOUSAND FIVE HUNDRED and 00/100----- Dollar (\$47,500.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND TOGETHER WITH THE BUILDINGS THEREON situate, lying and being on the easterly side of the Schenectady-Guilderland Highway in the Town of Rotterdam, County of Schenectady and State of New York, bounded and described as follows: Beginning at a stake in the easterly line of the Schenectady-Guilderland Highway, said stake being 219.33 distant northerly measured along the easterly line of the Schenectady-Guilderland Highway, from the southerly line of the lands as heretofore conveyed by Andrew Rudesheim and Lena, his Wife, to Rudolf Tomaschek and Anna Goepfert by deed dated May 5, 1924 and recorded in the Schenectady County Clerk's Office in Book 317 of Deeds at page 44; Thence from said point of beginning easterly and at right angles to the said easterly line of the Schenectady-Guilderland Highway for a distance of 312.3 feet to a stake in the dividing line between the lands herewith described and the lands now or formerly belonging to Carl Sirker; Thence Northwesterly along the lands of said Carl Sirker, which is also the easterly line of the land heretofore conveyed to Anna Goepfert, a distance of 61.25 feet to a stake; Thence Westerly in a straight line which is at right angles to the said highway for a distance of 282.2 feet to a stake in the easterly line of said highway; Thence Southerly 53.33 feet along the easterly line of said Schenectady-Guilderland Highway to the point and place of beginning.

AND ALSO all that other Tract or Parcel of Land situate in the Town of Rotterdam, County of Schenectady, New York, briefly described as follows: Beginning at a point in the easterly side of the Schenectady-Guilderland Road, which point is distant 106.4 feet from a stake driven in the ground on the northwesterly corner of lands of one Russell; and running thence Easterly along the south side of the lands of Russell, a distance of 252.0 feet to a stake; Thence in a somewhat southeasterly direction and along the lands formerly belonging to Carl Sirker, a distance of 61.25 feet to a point; Thence at an angle to the last mentioned course and in a Westerly direction and in a line parallel to the southerly side of the lands of said Russell, a distance of 282.2 feet to a point in the easterly side of the Schenectady-Guilderland Road; Thence at an angle to the last mentioned course and in a Northerly direction and along the easterly side of the Schenectady-Guilderland Road, a distance of 53.33 feet to the point or place of beginning, be all the aforesaid dimensions more or less.

SUBJECT to all existing and enforceable covenants, conditions, restrictions and easements of record, if any, affecting said premises.

RPTSA
TAX MAP IDENT.
R sec 59.19 BLK 1 LOT 4

Being the same premises conveyed to Helen Quirini, Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007, by deed made by Helen Quirini, dated November 1, 2007 and recorded at the Schenectady County Clerk's Office on November 8, 2007 in Book 1778 of Deeds at Page 940.
1770

Also being the same premises conveyed by Frank X. Reisinger and Harriet A. Reisinger, his wife, to Helen Quirini, by deed dated September 21, 1948 and recorded in the Schenectady County Clerk's Office on October 26, 1948 in Liber 590 of Deeds at Page 17.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, the heirs or successors and assigns of the parties of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

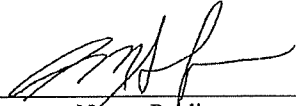


RUDOLPH J. QUIRINI, as Trustee of
The Helen Quirini Revocable Trust dated
the 11th day of September 2007

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss:

On the 12th day of December in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared RUDOLPH J. QUIRINI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANN M. SHARPE
Notary Public, State of New York
No. 02SH5042097
Qualified in Saratoga County
Commission Expires April 19, 2015



Notary Public

Record and Return to:
Michael & Cathy Wickert
122 Angus Drive
Schenectady, NY 12308

DEED Book 1848 Page 283
Doc No 2011-3779

Short Environmental Assessment Form **Part 1 - Project Information**

RECEIVED
MAY 26 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Michael & Catherine McGuire			
Project Location (describe, and attach a location map): 2917 Hamburg St. Rotterdam, NY 12303 Lot #2			
Brief Description of Proposed Action: lot is 14575 sq. feet of which 6022 sq. ft. are B1 and 8479 sq. feet are R1 - we would like to streamline into B1 zoning the whole lot.			
Name of Applicant or Sponsor: Michael & Catherine McGuire		Telephone: 518-421-8429	
		E-Mail: erminia2@verizon.net	
Address: 1222 Angelo Dr.			
City/PO: Schenectady, NY		State:	Zip Code: 12303
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		☐	☒
2. Does the proposed action require a permit, approval or funding from any other government Agency?		NO	YES
If Yes, list agency(s) name and permit or approval:		☒	☐
3. a. Total acreage of the site of the proposed action?		14575 acres sq. feet	
b. Total acreage to be physically disturbed?		14575 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		14941 acres sq. feet Adjacent Lot	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☐ Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO ☐ ☐	YES ☒ ☒	N/A ☐ ☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☒	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO ☒ ☐ ☐	YES ☐ ☒ ☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO ☐	YES ☒	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO ☐	YES ☒	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO ☐	YES ☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO ☒ ☒	YES ☐ ☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO ☒ ☒	YES ☐ ☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☒	☐
	☒	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Michael McDure</u> <u>Catherine McGuire</u> Signature: _____ Date: <u>5/26/23</u> Title: <u>owners</u>		

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING
Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 7-11-23
Case No. B-10-23
Returned 7-19-23

FROM: ☒ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality:

Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539
Schenectady County

JUL 11 2023

ACTION: ☒ Zoning Code/Law Amendment
☒ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review

☐ Special Permit
☐ Use Variance
☐ Area Variance
☒ Other (specify) COZ

Economic Development
and Planning Dept.

PUBLIC HEARING OR MEETING DATE: August 9, 2023

SUBJECT:

Michael & Catherine McGuire-2917 Hamburg St., Schenectady, N.Y. 12303. Report and Recommendation to the Town Board on a Change of Zone request on $\pm 10,645$ square ft. of $\pm 14,575$ square ft. parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1.

REQUIRED ENCLOSURES: 1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.
2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:
 - ☐ the boundary of any city, village or town;
 - ☐ the boundary of any existing or proposed County or State park or other recreation area;
 - ☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
 - ☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
 - ☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
 - ☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Joanne Schillaci Title: Zoning Officer
Address: 1100 Sunrise Blvd., Schenectady, New York 12306
E-mail: jschillaci@rotterdamny.org Phone: 518-355-7575 ext. 33200

Joanne Schillaci
Signature

Date: 7/7/23

RECEIVED

JUL 21 2023

TOWN OF ROTTERDAM
PUBLIC WORKS

September 13, 2023



PLANNING & ZONING COORDINATION REFERRAL

Case No. R-10-23

Applicant Michael & Catherine McGuire

Referring Officer Joanne Schillaci

Municipality Rotterdam

Considerations: Regarding a split zoned key hole lot, requesting a zone change from Residential (R-1) to Retail Business (B-1) to allow construction of a two-family residence. Located on the east side of Hamburg St. (SR 156) approximately 500' south of Stoodley place.

RECOMMENDATION

Receipt of zoning referral is acknowledged on July 11, 2023. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

- ☐ *Approve of the proposal.
- ☒ Defer to local consideration (No significant county-wide or inter-community impact)
- ☐ Modify/Conditionally Approve. Conditions:

☐ Advisory Note:

☐ Disapprove. Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

7/18/23
Date

Ray Gilen
Ray Gilen, Commissioner
Economic Development and Planning

Local Law Filing

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

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

☐ County ☐ City ☒ Town ☐ Village

(Select one:)

of Rotterdam

Local Law No. 11 of the year 20²³

A local law to amend chapter 270, Zoning, of the Town Code, relating to a change of zone

(Insert Title)

from single family residential (R-1) to retail business (B-1)

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

☐ County ☐ City ☒ Town ☐ Village

(Select one:)

of Rotterdam

as follows:

See Attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 11 of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body)
(repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*)
on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. (Elective Chief Executive Officer*)

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

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

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. Such local (Elective Chief Executive Officer*)
law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

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

5. (City local law concerning Charter revision proposed by petition.)

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

6. (County local law concerning adoption of Charter.)

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

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

(Seal)

Date: _____

RESOLUTION NO. 279.23

TO APPROVE THE JCAP 2023-2024 GRANT FOR THE JUSTICE COURT

WHEREAS, funding has been made available under a competitive grant process through the New York State Unified Court System, Justice Court Assistance Program (JCAP), for funding assistance with municipal court projects; and

WHEREAS, it is in the best interest of the Town of Rotterdam to apply for available funding to assist with financing of such projects for the Town Justice Court; and

WHEREAS, the Rotterdam Town Board has reviewed the application for funding under the 2023-2024 Justice Court Assistance Program; NOW

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the 2023-2024 application for the purchase of office equipment and upgrades in the Town of Rotterdam Justice Court under the New York State Unified Court System Justice Court Assistance Program.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF

Rotterdam

"A Good Place to Live"

"A Good Place to do Business"



TOWN JUSTICE

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

KENNETH P. LITZ

JAMES A. BRADSHAW

LEGISLATIVE REQUEST FORM

DATE: September 7, 2023

TO: Supervisor Mollie Collins, Town Board Members, Courtney Heinel Esq.

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

TITLE OF REQUEST: JCAP 2023/24

TOWN BOARD MEETING: September 13, 2023

Background Information: Justice Court Assistance Program for Town and Village Courts

Evaluation/Analysis: N/A

Recommendation(s): Permission to apply for JCAP Grant

Attachment/Document(s): See Attached

Compliance with Purchasing Policy: N/A

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

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



2023-24 JCAP Application

A. Application Information

Name of Court: Rotterdam Town Court, Schenectady County				
Type of Application: ☒ Individual ☐ Joint If Joint, please select the name of Joint Applicant Field:				
Contact Person:				
Salutation: Mrs.	First Name: Maria	Last Name: DiMeo-Ascolese	Court Phone: 518-355-7911	
Title: Court Clerk		Email: mdimeo@nycourts.gov		
Address Information:	Address:		City:	Zip:
Court Mailing Address:	101 Princetown Road		Schenectady	12306
Court Physical Address:	101 Princetown Road		Schenectady	12306

B. Caseload: New Case Filings for 3 Years

Year	Criminal:	Civil:	VTL:	Jury Trials:
2022:	501-750	101-150	5,001-7,500	0-30
2021:	751-1,000	51-100	5,001-7,500	0-30
2020:	501-750	51-100	5,001-7,500	0-30

Has your court had a security assessment performed by the OCA's Dept. Of Public Safety? ☒ No ☐ Yes

Did you receive a grant in 2022-2023 ☐ No ☒ Yes **Amount of Award** \$9,246.01

Did you receive a grant in 2021-2022 ☐ No ☒ Yes **Amount of Award** \$900.00

Grant Items

Priority	Item Category	Item Name	Quantity	Price	Item Total
Total of all Items requested: \$17,732.95					
1	Courtroom Enhancements	Other	1	\$13,903.00	\$13,903.00
Comment: Wireless microphone and sound system in courtroom, some areas there are no speakers, to add more microphones for attorneys and District attorneys for better communication with judge and other parties.					
1	Furniture	File cabinets	3	\$469.90	\$1,409.70
Comment: file cabinets to store closed files					
1	Furniture	File cabinets	1	\$1,435.83	\$1,435.83
Comment: File cabinet to file DWI, CIVIL and ACOD's with lock as for the one we have lock broke					
2	Furniture	Tables	1	\$442.08	\$442.08
Comment: Table to stand by metal detector for officer at check in.					
3	Other	Other	1	\$61.93	\$61.93
Comment: Thermal & cold laminator to laminate court papers for signs to pin up.					
3	Other	Other supplies/equipment	1	\$10.53	\$10.53
Comment: Laminating Pouches.					
2	Office Equipment	TV/Video	1	\$179.99	\$179.99
Comment: 43" Smart TV w/all necessary hookups for USB, laptop, etc. for video showing during trials in courtroom.					

2	Office Equipment	TV/Video	1	\$99.99	\$99.99
Comment: Full motion TV bracket for wall mount					
2	Courtroom Enhancements	Judicial Robe	1	\$79.95	\$79.95
Comment: Judges robe worn out					
2	Courtroom Enhancements	Judicial Robe	1	\$109.95	\$109.95
Comment: Judges robe worn out					

Completing the process

Please mail, fax, or scan/email your Signature Page, along with required documentation to:

Division of Professional and Court Services

Attn: JCAP

2500 Pond View, Suite 104 Castleton on Hudson, NY 12033

Fax: 518-471-4807

Email: jcap@nycourts.gov

Remember: Applications are not reviewed or considered until the required documentation and signature page are recieved.

Signature Acknowledgement

I understand that this application will not be reviewed until the signed signature page is recieved by the Division of Professional and Court Services, along with any required documentation.

☒ Yes

QUESTIONS: If you have questions about JCAP or need assistance completing the application, please call the Division of Professional and Court Services at 518-238-4301 or email: jcap@nycourts.gov

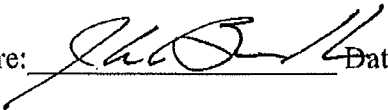
2023-24 Rotterdam Town Court, Schenectady County ID: 5680

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply state the Town or Village authorizes the court to request up to the maximum amount available.

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: Original signature(s) required from at least one justice (not an Associate Justice).

Name: James A. Bradshaw Signature:  Date: 9/7/23

Name: _____ Signature: _____ Date: _____

CERTIFICATION: Original signature(s) required by Town Supervisor or Village Mayor.

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature: _____ Name: _____
☐ Town Supervisor ☐ Village Mayor (please print)

Date: _____

**REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
YOU MUST MAIL, FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.**

RESOLUTION NO. 280.23

**TO AUTHORIZE CHANGE ORDER NO. 4 FOR CONTRACT 1 OF THE SALT
STORAGE & YARD WASTE PROCESSING FACILITY PROJECT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute Change Order No. 4, with AMZ Construction Services, Inc., located at 1234 Main Street, PO Box 232, Rotterdam Junction, NY 12150, for the Salt Storage Project, for Waterline changes and Waterline Paving Remobilization for a cost increase not to exceed one hundred eleven thousand, eight hundred eight and 62/100 (\$111,808.62) dollars and a new contract sum totaling one million, seven hundred twenty six thousand, nine hundred thirty seven and 55/100 (1,726,937.55) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 6, 2023

TO: Mollie Collins, Town Supervisor

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Authorize Change Order #4 for Contract 1 of Salt Storage Project with AMZ Construction Services, Inc.

TOWN BOARD MEETING: September 13, 2023

Background Information: The Salt Storage Facility, Project No. 904.35.002, general construction contract with AMZ Construction Services, Inc. for a total project cost of \$1,615,128.93.

Evaluation/Analysis: Change Order #4 needs to be authorized by the Town Board for a cost increase of \$111,808.62 for Waterline changes & Waterline Paving Remobilization.

Recommendation(s): Authorize the Supervisor to sign Change Order #4 for the general construction contract with AMZ Construction Services, Inc. for Waterline changes & Waterline Paving Remobilization for a cost increase of \$111,808.62, not to exceed \$1,726,937.55 in total project costs.

Attachment/Document(s): Change Order #4 for AMZ Construction Services, Inc. dated August 30, 2023, Description of materials and work, quotes for materials.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



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

Change Order

Order#: 4

Order Date: 08/30/2023

To: Town of Rotterdam
1100 Sunrise Blvd
Rotterdam NY 12306

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

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

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Waterline Changes	108,133.62
Waterline Paving Remobilization	3,675.00

Notes

CFI Cost Proposal - \$102,984.40
BEST PAVING Cost Proposal - \$3,500.00
AMZ OH&P (5%) - \$5,324.22
Total Change Order Request - \$111,808.62

1. All productions are based on RS Means 2023 heavy construction costs with the exception of the loss in production due to existing 36" line which is difficult to accurately quantify, figured 1 extra 8 hour day.
2. Equipment costs are calculated using blue book daily rates.
3. Quote on pipe materials is included in attachment.
4. Lead time may apply on ductile iron pipe.

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

Requested Amount of Change

111,808.62

The original Contract Sum was	1,570,300.00
Net change by previous Change Orders	44,828.93
The Contract Sum prior to this Change Order	1,615,128.93
The Contract Sum will be changed by this Change Order	111,808.62
The new Contract Sum including this Change Order will be	1,726,937.55
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

TOWN OF ROTTERDAM SALT STORAGE		Sheet 1			
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095					
HAND DIGGING/PRODUCTION LOSS DUE TO PRESENCE OF EXISTING 36" MAIN					
DESCRIPTION	UNIT	QTY.	RATE	TOTAL	
<u>LABOR</u>					
FOREMAN	HR	5	\$107.88	\$539.40	
OPERATOR A	HR	5	\$104.88	\$524.40	
OPERATOR B	HR	5	\$103.52	\$517.58	
LABORER	HR	5	\$86.44	\$432.20	
LABORER	HR	5	\$86.44	\$432.20	
FOREMAN UTILITY TRUCK	HR	5	\$40.62	\$203.10	
CAT 335 EXCAVATOR	HR	5	\$312.27	\$1,561.35	
CAT 930G LOADER	HR	5	\$96.50	\$482.50	
WACKER RT82 TRENCH COMPACTOR	HR	5	\$74.92	\$374.60	
<u>MATERIALS</u>					
<u>SUBCONTRACTOR</u>					
TRI-AXLE DUMP TRUCK	HR	5	\$130.00	\$650.00	

TOWN OF ROTTERDAM SALT STORAGE		Sheet 3			
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095					
INSTALL ADDITIONAL 625' PIPE, FITTINGS, & VALVES					
DESCRIPTION	UNIT	QTY.	RATE	TOTAL	
<u>LABOR</u>					
FOREMAN	HR	47	\$107.88	\$5,070.36	
OPERATOR A	HR	47	\$104.88	\$4,929.36	
OPERATOR B	HR	47	\$103.52	\$4,865.21	
LABORER	HR	47	\$86.44	\$4,062.68	
<u>EQUIPMENT</u>					
FOREMAN UTILITY TRUCK	HR	47	\$40.62	\$1,909.14	
CAT 335 EXCAVATOR	HR	47	\$312.27	\$14,676.69	
CAT 930G LOADER	HR	47	\$96.50	\$4,535.50	
WACKER RT82 TRENCH COMPACTOR	HR	47	\$74.92	\$3,521.24	
<u>MATERIALS</u>					
THRUST BLOCKS	EA	7	\$71.50	\$500.50	
BEDDING STONE	TON	320	\$14.00	\$4,480.00	
TYPE 2 SUBBASE	TON	100	\$13.00	\$1,300.00	
WATER MATERIALS - FERGUSON	LS	1	\$36,617.38	\$36,617.38	
8"x6" SS TAPPING SLEEVE (ORIGINAL CONTACT)	EA	-1	\$857.67	(\$857.67)	
6" TAPPING VALVE (ORIGINAL CONTRACT)	EA	-1	\$933.13	(\$933.13)	
<u>SUBCONTRACTOR</u>					
TOTAL LABOR	\$18,927.61	CFI SUBTOTAL		\$84,677.26	
TOTAL EQUIPMENT	\$24,642.57	OVERHEAD 5%		\$4,233.86	
TOTAL MATERIAL	\$41,107.08	SUBTOTAL W/ OH		\$88,911.12	
TOTAL SUBCONTRACTOR	\$0.00	PROFIT 5%\$		\$4,445.56	
		TOTAL W/ OH & P		\$93,356.67	

TOWN OF ROTTERDAM SALT STORAGE		Sheet 4			
CFI CONTRACTING, INC., INC. 286 SACANDAGA RD. JOHNSTOWN, NY 12095					
TEST & CHLORINATE ADDITIONAL PIPE					
DESCRIPTION	UNIT	QTY.	RATE	TOTAL	
LABOR					
FOREMAN	HR	4	\$107.88	\$431.52	
LABORER	HR	4	\$86.44	\$345.76	
EQUIPMENT					
FOREMAN UTILITY TRUCK	HR	4	\$40.62	\$162.48	
LIQUID HYPOCHLORITE					
	EA	1	\$150.00	\$150.00	
SUBCONTRACTOR					
TOTAL LABOR					
TOTAL EQUIPMENT					
TOTAL MATERIAL					
TOTAL SUBCONTRACTOR					
				CFI SUBTOTAL	\$1,089.76
				OVERHEAD 5%	\$54.49
				SUBTOTAL W/ OH	\$1,144.25
				PROFIT 5%\$	\$57.21
				TOTAL W/ OH & P	\$1,201.46



FERGUSON WATERWORKS #2043
612 PIERCE ROAD
CLIFTON PARK, NY 12065-1311

Phone: 518-877-3086
Fax: 518-877-5027

Deliver To:
From: Joel Ramundo
Comments:

10:34:24 AUG 29 2023

Page 1 of 1

FERGUSON WATERWORKS #576

Price Quotation
Phone: 518-877-3086
Fax: 518-877-5027

Bid No: B489190
Bid Date: 08/29/23
Quoted By: JRR

Cust Phone: 518-762-1378
Terms: NET 10TH PROX

Customer: CFI CONSTRUCTION INC
286 SACANDAGA ROAD
JOHNSTOWN, NY 12095

Ship To: CFI CONSTRUCTION INC
286 SACANDAGA ROAD
JOHNSTOWN, NY 12095

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
AFT52PDX	8 CL52 DCL DI FASTITE PIPE	600	41.480	FT	24888.00
AFT52PDU	6 CL52 DCL DI FASTITE PIPE	120	29.400	FT	3528.00
CF6100LAUOR	6 MJ RW OR GATE VLV L/A	2	1094.300	EA	2188.60
I664AW	2PC SLIP CI VLV BX 40-61 WTR	3	175.000	EA	525.00
S66309050800200	8X8 SS TAPN SLV 8.99-9.45	1	976.460	EA	976.46
CF6114LAXOR	8 MJ RW OR TAPN VLV L/A	1	2169.860	EA	2169.86
MJ9LAX	8 MJ C153 90 BEND L/A	2	171.810	EA	343.62
MJRLAXU	8X6 MJ C153 RED L/A	1	100.780	EA	100.78
MJTLAXU	8X6 MJ C153 TEE L/A	2	211.460	EA	422.92
MJSCAPLAU	6 MJ C153 SLD CAP L/A	1	48.460	EA	48.46
E110800	8 MEGALUG F/ DI	12	54.160	EA	649.92
PSMJBBGPX	8 BLUE MJ BLT GSKT PK L/GLND	12	25.260	EA	303.12
E110600	6 MEGALUG F/ DI	8	34.610	EA	276.88
PSMJBBGPU	6 BLUE MJ BLT GSKT PK L/GLND	8	24.470	EA	195.76

Net Total: \$36617.38
Tax: \$2929.39
Freight: \$0.00
Total: \$39546.77

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2043&on=16062>

221

September 13, 2023



Blacktop Specialist
1349 Broadway Albany, New York 12204
Phone: (518) 434-2223 E-mail: office@bestpavinginc.com

2023 Paving CHANGE ORDER 2

DATE: September 6, 2023
JOB NAME: Rotterdam Salt Shed
JOB LOCATION:
FIRM NAME: AMZ
CONTACT: Nick Cook
PROJECT ESTIMATOR:

TYPE OF WORK SUBCONTRACTED FOR (LABOR/MATERIAL/EQUIPMENT): This quote is good for 30 days.
Price is based on NYS Liquid Asphalt Index per US Ton for Sept 2023.
SCOPE OF WORK: ASPHALT PAVING PROPOSAL ONLY - SEE BELOW SCOPE OF WORK:

Change Order: REMOBILIZATION

For the Price of \$3,500.00

EXCLUSIONS: SURVEY AND STAKE OUT, PROOF ROLLING OF THE SUBBASE, SAW CUTTING ALL TESTING COSTS, TRENCH PAVING, TRAFFIC CONTROL, PERMIT FEES, ANY HAZARDOUS MATERIAL, COMPACTION TESTING AND/OR ANYTHING NOT SPECIFICALLY LISTED IN ABOVE PROPOSAL.

*NOTE: We will not be responsible for any typing errors on the square footage and dollar amounts. All square footage and dollar amounts of contracts must be reviewed by Best Paving "AND" The Contractor before a contract agreement is signed. If square footages become more than quoted there will be an additional charge which must be agreed upon and signed for "BEFORE" we do the additional work.

*PAYMENT TERMS: IN FULL UPON COMPLETION. 1.5% Service Charge Per Month There After (18% PER ANNUM). Prices quoted are firm only if this offer is accepted within 30 days from quoted date and completed within agreed time. If this project was quoted as a "Capital Improvement Project" or "Tax Exempt Project" and we do not receive the proper forms, all applicable taxes will be added to your quoted price. Unless expressly stated above, this offer does not include engineering services, surveys or stakeout. Prior to any grading or paving operation, grade stakes must be placed 2 feet off edge of pavement and the centerline of the roadway at intervals not to exceed 50 feet. They must be marked with accurate grades and capable of supporting string lines. Unless fine grade is expressly included in the above price the sub base and/or sub grade shall be placed and properly compacted to within 1/2" of its proposed sub grade by others. Any sub base and/or sub grade materials necessary to properly perform the grading operations shall be furnished and paid by others. If the person (s), firm, Corporation or entity accepting this offer is not the owner of the real property being improved by the Labor and/or materials provided for herein, the acceptor expressly warrants that the performance of the labor and/or the furnishing of the materials herein being done is for the improvement of the real property with the consent of, or at the request of, its Owner, his agent, contractor, or subcontractor, and is fully responsible for the payments due to Best Paving & Seal Coating, Inc. for work performed.

CUSTOMER AGREES TO PAY EXPENSES, FEES, COSTS OF COLLECTION AND ATTORNEY FEES INCURRED IN THE COLLECTION OF PAST DUE ACCOUNTS AND CONSENTS AND SUBMITS TO THE JURISDICTION OF COURTS OF ALBANY COUNTY, STATE OF NEW YORK. ALL MATTERS ARISING UNDER THIS CONFIRMATION, INCLUDING THE CONSTRUCTION HEREOF, SHALL BE GOVERNED BY THE LAWS OF New York STATE HEREBY GRANT PERMISSION FOR YOU TO VERIFY THIS INFORMATION WITH THESE REFERENCES. I GUARANTEE TO ABIDE BY THE CREDIT POLICY LISTED ABOVE AND ACCEPT THE TERMS AND CONDITIONS.

BEST PAVING & SEAL COATING, INC.

ACCEPTANCE

THE ABOVE OFFER IS HEREBY ACCEPTED AND TERMS THEREIN ARE FULLY AGREED TO BY ME.

DATE: _____ SIGNED: _____ TITLE _____



CFI Contracting, Inc.

286 Sacandaga Road
Johnstown, NY 12095

Telephone: 518.762.5018
Facsimile: 518.762.1379

PURCHASE ORDER

Number C-247-003

Date 17-Oct-2022

Vendor

Name: Ferguson Waterworks
Address: 6040 Drott Dr
City/ST/Zip: E. Syracuse NY 13057
Phone: 315-741-3087

Ship To

Project: Town of Rotterdam Salt Storage
Address: 23 West Campell Rd
City/ST/Zip: Rotterdam NY 12306
Project Contact: Danny Ellis 518-376-8111

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
Base Bid- Storm Drain				
120	FT	12x20 N12 F2648 Solid HDPE Pipe	\$ 9.88	\$ 3,754.40
200	FT	6x20 N12 DWALL WTIB PERF W/SOCK	\$ 4.730	\$ 851.40
1	EA	6 N12 HDPE Corrugated SNAP End Cap	\$ 12.62	\$ 12.62
2	EA	12-15 Corrugated N12 HDPE Flared End Section	\$ 259.29	\$ 518.58
Alternate 1-Water				
1	EA	8X6 Stainless Steel Tapping Sleeve 8.99-9.45	\$ 857.67	\$ 857.67
1	EA	6 Mechanical Joint Resilient Wedge Open Left Tapping Valve Less Accessories	\$ 933.13	\$ 933.13
1	EA	2 Piece Slip Cast Iron Valve Box 40-61 Water	\$ 175.00	\$ 350.00
2	EA	6 BLUE MJ BLT GSKT PK L/GLND	\$ 25.45	\$ 50.90
1	EA	5-1/4 WB67 HYD 5'6 L/A OR RED W/STZ	\$ 4,102.48	\$ 4,102.48
Notes: Includes Delivery to site All materials to deliver per agreed upon delivery dates or backcharges may apply Materials to meet plans, specifications, and approved submittals All prices remain in effect until final project completion All materials 100% refundable upon return in good condition				

Terms: Payable within 5 days from project owner payment

Shipping Date:

Approval: _____

Cost Code: _____

SubTotal

Shipping

Sales Tax

Total

\$ 11,431.18

\$ -

\$ 11,431.18

IMPORTANT - This order is contingent upon approval and acceptance by the engineer and owner and pursuant to all conditions and specifications of this project. This purchase order is considered accepted by vendor upon an order placement of the above items.

RESOLUTION NO. 281.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM TWO FAMILY RESIDENTIAL (R-2) TO MULTIPLE FAMILY (R-3) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±71,003 square feet - from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit on the parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2; and

WHEREAS, Rotterdam Town Code 270-17 4 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing; NOW

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of an Introductory Local Law __ of 2023 to amend chapter 270, zoning, of the Town Code of the Town of Rotterdam for a change of zone from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit.

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

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 8, 2023

TO: Mollie Collins, Town Supervisor

FROM: Joanne Schillaci, Zoning Officer

TITLE OF REQUEST: Refer to Planning Commission for Report and Recommendation for Change of Zone from Two Family Residential (R-2) to Multiple Family (R-3)

TOWN BOARD MEETING: September 13, 2023

Background Information: BD Upstate Construction, Inc. (Byron Diaz)
3561 Guilderland Avenue
Schenectady, NY 12306

Change of Zone request on ±71,003 square feet-from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.

Evaluation/Analysis: Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.

Recommendation(s): Refer to Planning Commission for Report and Recommendation.

Attachment/Document(s): Application Materials

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2023

LEGISLATION WILL BE PREPARED BY: Supervisors Office



TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee \$1,000

Existing Zone Classification: R-2

Proposed Zone Classification: R-3

**PART II
GENERAL INFORMATION**

Legal Owner's Name: BD UPSTATE Construction Inc - Byron Diaz
Mailing Address: 3561 Guilderland
City: Schenectady State: New York Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstateconstruction@aol.com

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Byron Diaz

Mailing Address: 3561 Guilderland Avenue
City: Schenectady State: NY Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstateconstruction@aol.com
Project/Proposal Site Area: (Acres or sq. ft.) 1.63
Assessor Tax Parcel No.(s) of Site: 59.06-2-2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

Street Address of Proposed Site (if any): 1696 Crane St.

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Site had 3 units : 1 office in building
The original building was built in the
1850's - 1 garage on site
See Attachment #1

School District: Schenectady

Fire District: District 2

Water Supply: Public

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

The site is approximately 1500 to 2000
feet from Altamont Avenue
See attached map of area

Name of Public Road(s) Providing Access: Crane Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 220'

Does the Proposal Have Access to an Arterial or Planned Arterial?

() Yes (X) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached:

(X) Yes () No

A copy of the assessor's map of the proposed site must be attached:

(X) Yes () No

A copy of the most current deed(s) of the proposed site must be attached:

(X) Yes () No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? _____

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

Please see Attachment #1

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES ____ NO ____ If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:

() Individual Wells ☒ Public System () Private Community System
() Other, please describe _____

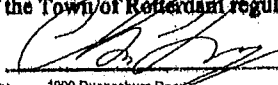
Proposed Means of Sewage Disposal:

() Public Sewer () Dry Sewer () Community System ()
Septic Tank & Leachfield () Other, please describe _____

PART III

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed:  Christopher Longo, PE Date: 8/7/23
Address: 1000 Duaneburg Road Phone: 518-280-1371
Duaneburg, NY 12058 Zip: 12058

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

LEGAL OWNER SIGNATURE

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Byron Diaz
Address: 3561 Guilderland Avenue
Scheny NY 12306

Date: 09/07/23
Phone: 845-309-5223
Zip: 12306

[Signature]
Signature of applicant or representative

09/07/23
Date

NOTARY

STATE OF NEW YORK) ss:

COUNTY OF Schenectady

SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

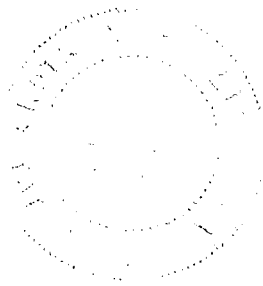
NOTARY SEAL

Frances Nan Lawyer
Notary Signature

Notary Public in and for the State of New York

Residing at: 1109 Outer Drive

My appointment expires: 10/31/25



PLEASE AFFIX NOTARY SEAL HERE

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

TOWN OF ROTTERDAM



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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

**A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER
INVOLVED**

I, Byron Diaz, being duly sworn declare that I am the
(PROPERTY OWNER)

owner of the property involved in a proposed Rezoning application request before the
Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): _____

I hereby grant Chris Longo and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and
correct to the best of my knowledge and belief.

Signature (Authorized Representative): _____

Date: _____

09/07/23

NOTARY

STATE OF NEW YORK) ss:

COUNTY OF Schenectady

SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

NOTARY SEAL

Frances Nan Lawyer
Notary Signature

Notary Public in and for the State of New York

Residing at:

My appointment expires:

1109 Outer Drive
10/31/25

Page 6 of 6

Rotterdam Change of Zone Application
2 23 23

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

Short Environmental Assessment Form

Part 1 - Project Information

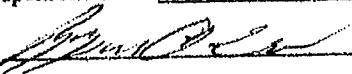
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
1696-1698 Crane Street - BD Upstate Construction Inc.			
Name of Action or Project:			
1696 Crane Street Town of Rotterdam - Schenectady City School District			
Project Location (describe, and attach a location map):			
1696-1698 Crane Street			
Brief Description of Proposed Action:			
Improve the 1.63 acre site which includes a total rebuild of the 1860 Original structure which contained a 3 unit apartment and small real estate office. The project is a continuation/completion of the new building on the original 1860 foot print. The newly constructed building "only" consists of 3 completed units. The 4th unit is unfinished used as storage and is waiting on the R2 to R3 zoning approval. See attached narrative for recent time lines of town submittals..			
Name of Applicant or Sponsor:		Telephone: 645-309-5223 or 518-280-9284	
BD Upstate Construction Inc. (Byron Diaz)		E-Mail: upstateconstruction@aol.com	
Address:			
3581 Guilderland Avenue			
City/PO:		State:	Zip Code:
Schenectady		NY	12306
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
			☐
			☒
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
			☒
			☐
3. a. Total acreage of the site of the proposed action?		1.63 acres	
b. Total acreage to be physically disturbed?		See site plan acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.63 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☒ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): R2 Multi-Family			
☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☒	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ See site plan for engineered septic system	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☐	☐
	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>BD Upstate Construction Inc. (Byron Diaz)</u> Date: <u>09/07/23</u> Signature: <u></u> Title: <u>President</u>		

PRINT FORM

Attachment #1

Timeline of Town Submittals:

- August 3, 2022, Request for Town approval R2 To R3 Zoning Change.
- August 10, 2022, Town of Rotterdam Department of Public Works response letter citing Local Law No. 1 of year 2022, Apartment Moratorium, returning the application.
- August 22, 2022, Re-submittal of R2 to R3 zoning change request based on requirements of the "Waiver" exception process as defined in Section 5 of Local Law No. 1 of the year 2022. (No Town action taken on this request).

Discussion:

The current zoning for this 1.6-acre parcel is R2. The original dwelling consisted of 3 (1) bedroom apartments along with a small Real Estate office (American Realty) and had a property type of 230 - 3 Family according to the towns assessment database . To correct the non-conforming state of the building an R3 zoning is required to allow a 4-unit dwelling. This section of Crane Street and this parcel is the second to the last parcel (on the left) in the Town of Rotterdam within the City of Schenectady School district.

This section of Crane street is comprised of several non-conforming dwellings. The parcel to the left 1704 consists of 5 units (see mail boxes) , 1691 consists of 4 units and several other parcels on the street consist of 4–5-unit dwellings. The parcel to the right of 1696 Crane, 1690 Crane is an auto repair business (formally Marco Crane) service. The parcel at 1671 Crane (formally Knickerbocker Furniture) is currently used as an auto repair business and auto salvage yard, and an eye sore.

This entire stretch of Crane Street in the town of Rotterdam currently consists of the following zoning types: R1, R2, B2 and I1. The only vacant land parcel is zoned R1 and the remaining parcels are all R2, B2 and I1 zoned according to the town's assessment database.

By approving this request for R3 zoning it will allow the parcel to come in compliance with its previous use as a 3 unit+ building and potentially allow completion of construction of fourth and final unit in the existing newly constructed building. Approval of R3 zoning will not adversely affect the health, safety, and general welfare of the immediate neighborhood, Town of Rotterdam, or the Mohonasen School District.

The previous building was an eyesore and could not be remodeled to meet current building codes and had to be removed and a new building constructed. This was determined by the orderly de-construction of the top floor and determination that the first-floor wall structure could not support the new 2x6 construction of the second floor and roof trusses. Once the first-floor walls were exposed it showed that there was not consistent 16" on center framing wall structure. An engineering review of the basement walls consisted of (stacked stones) and could not meet current standards for total reconstruction of the building. At this point and with consultation with the Town of Rotterdam building department the decision was made to remove the building.

The new building is completed minus the completion of the now un-finished 4th unit. A "CO" has been received from the town for the existing 3 units. This request for approval from R2 to R3 will allow completion of the 4th unit.

The existing new building will more than double the assessed value of the previously assessed building and provide an incentive for other property owners to improve their properties. The Town comprehensive plan modifications should consider a rezoning to R3 of this upper section of Crane street to bring non-conforming parcels into compliance, allow future construction of new dwellings and "clean-up" the parcels in this section of Crane street. This will help to increase the tax base for the town and provide an incentive for other property owners to better maintain their properties.

RTR

Mentioned in deed of 12 Cornell Rd Latham, NY 12110

DEED BOOK 1866
Dec No 2021-4083
21-6805

5

TRUSTEE'S DEED

THIS INDENTURE made the 17th day of December, Two Thousand and Twenty-One between Howard J. Spink, as Trustee of the Crane St. Associates Trust dated September 1, 2002 with an address of 2488 W Old State Road, Schenectady, NY 12306,

party of the first part.

and

BD Upstate Construction, Inc., a New York Corporation with offices at 3561 Guilderland Avenue, Schenectady, NY 12306,

party of the second part,

WITNESSETH that the Trustees, in consideration of ONE HUNDRED AND THIRTY THOUSAND and no/100 Dollars (\$130,000.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its heirs and assigns all of the Trustees right, title and interest, if any, in and to:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, with the buildings thereon, bounded and described as follows:

BEGINNING at a point in the Town of Rotterdam, County of Schenectady and State of New York, in the Westerly line of Crane Street at a distance of 827.43 feet from the Northerly line of Altamont Avenue, and proceeding thence N 84 degrees - 29' W and along the Northerly line of lands of the Town of Rotterdam a distance of 323.5 feet to a point; thence N 60 degrees 09' E and along the Southerly line of lands of Marco and Dominick a distance of 380.0 feet to a point; thence S 85 degrees - 48' E and continuing along the lands of Marco and Dominick a distance of 33.5 feet to a point; thence S 10 degrees - 34' W and along the Westerly line of Crane Street a distance of 220.0 feet to the point of beginning.

SUBJECT to any enforceable covenants, conditions, restrictions and easements of record.

BEING THE SAME PREMISES conveyed in a deed from Howard Spink to the Crane St. Associates Trust dated September 1, 2002, Howard J. Spink as Trustee, dated December 4, 2012 and recorded December 7, 2012 in the Schenectady County Clerk's Office in Book 1866 of Deeds at Page 422.

TOGETHER with the appurtenances and also all the estate and rights of the said Trustees in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its survivors, heirs and assigns of such survivors forever.

AND said party of the first part covenant that they have not done or suffered anything whereby the

2

2

90.5

W

said premises have been encumbered in any way whatsoever.

SUBJECT to the provisions of Section 13 of the Lien Law of the State of New York.

IN WITNESS WHEREOF, the party of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

CRANE ST. ASSOCIATES TRUST

By: Howard J. Spink
Howard J. Spink, Trustee

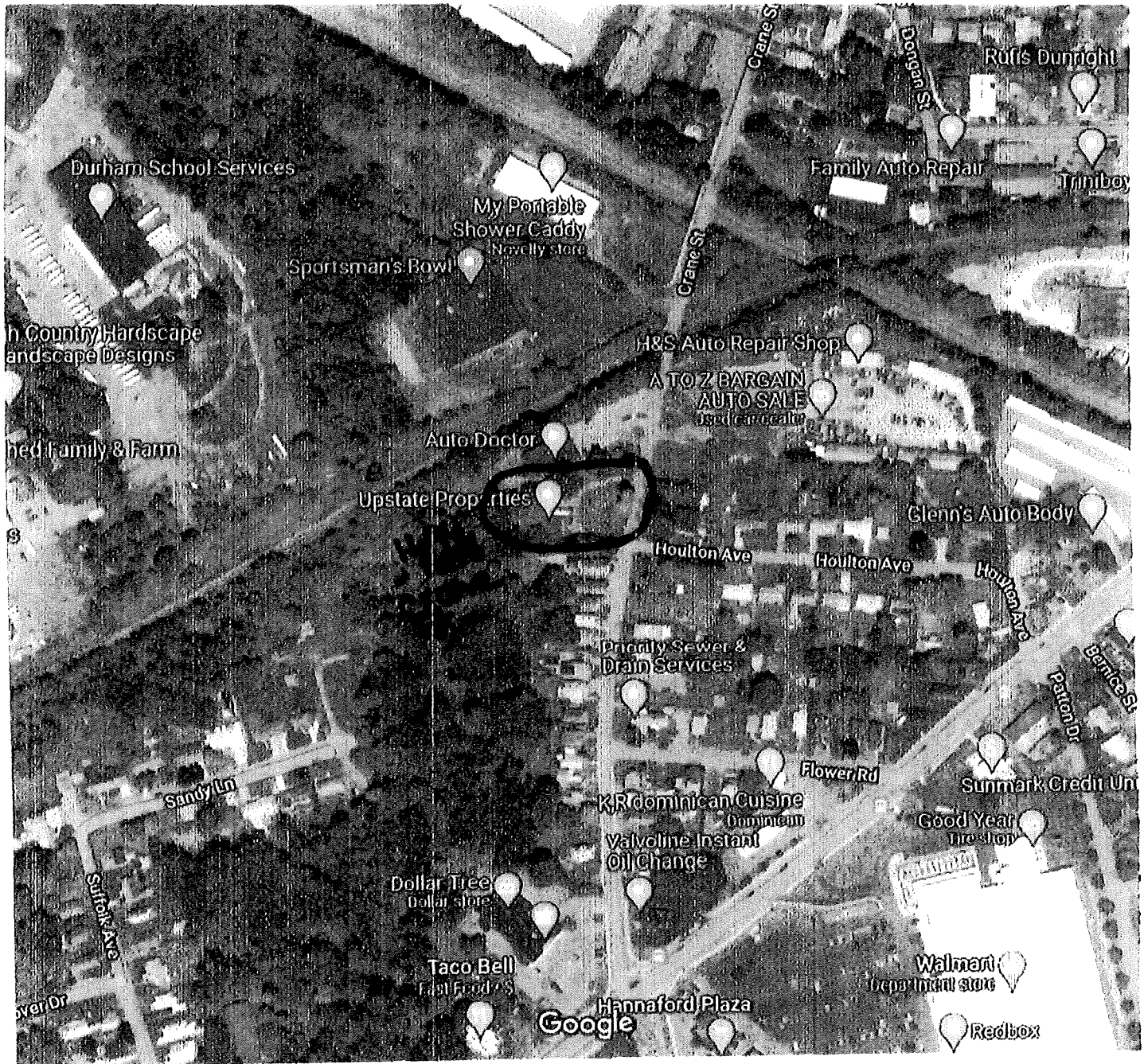
STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the 21 day of December in the year 2021, before me, personally appeared, Howard J. Spink, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Tracy T. Brundege
Notary Public

TRACY T. BRUNDEGE
Notary Republic State of New York
01BR6114265
Qualified in Schenectady County
My Commission Expires 8-09-2024

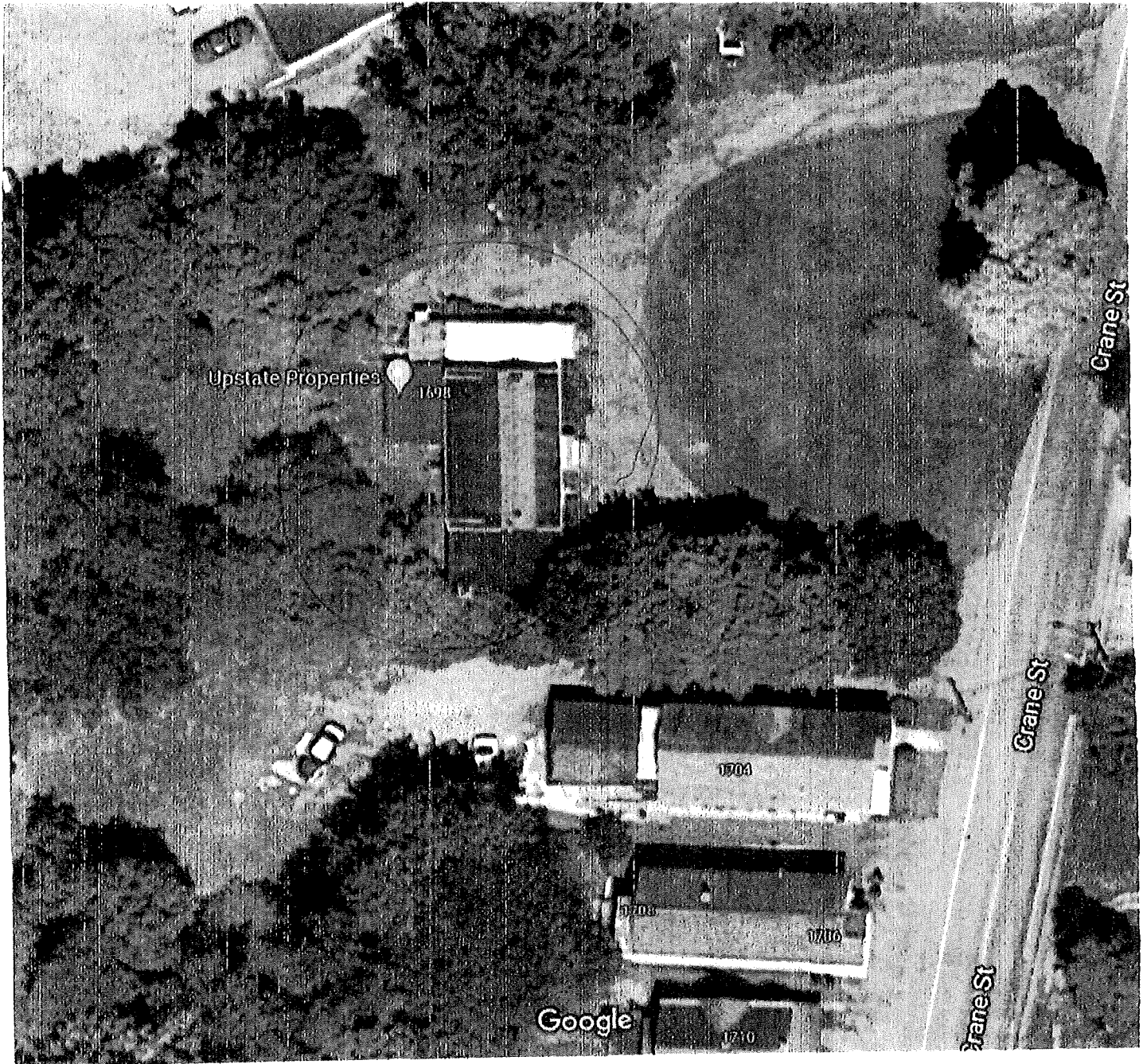
Google Maps



Imagery ©2022 Maxar Technologies, New York GIS, USDA/FPAC/GEO, Map data ©2022 200 ft

Google Maps

Old Building



Imagery ©2022 Maxar Technologies, Map data ©2022 20 ft

RESOLUTION NO. 282.23

TO DECLARE ONE POLICE VEHICLE OBSOLETE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the following equipment obsolete and authorizes that it be sold at auction:

2020 Ford Explorer (VIN # 1FM5K8AB1LGA71228)

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: September 6, 2023
TO: Legislative Review Board
FROM: Deputy Chief William Male
TITLE OF REQUEST: Declare the following police vehicle obsolete in order to be put up for auction.

2020 Ford Explorer (VIN # 1FM5K8AB1LGA71228)

TOWN BOARD MEETING: September 13, 2023

Background Information: The above vehicle is in need of significant repair. It is cost prohibitive to invest in repairs due to the vehicle's age and mileage (119,121).

Evaluation/Analysis: N/A

Recommendation(s): Declare Rotterdam Police Department vehicle obsolete in order to be put up for auction at Collar City Auctions, 9423 Western Turnpike Delanson, NY 12053.

Attachment/Document(s): Memorandum prepared by Sgt. Reilly.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD