MEETING OF THE
ROTTERDAM TOWN BOARD

September 10, 2025

7:00 PM

Agenda Review 6:30 PM

Meeting is being held at Rotterdam Junction Volunteer Fire Department
1215 Main Street, Rotterdam Junction NY, 12150

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

- **LaBella Associates – Sewer District No. 7 Consolidation**

EXECUTIVE SESSION

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 order of their signing in. People 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. People 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 given a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:
RESOLUTIONS

277.25 Accepting Town Board Meeting Minutes. Pg. 4

278.25 To appoint Joshua Nellis to the position of Water & Sewer Maintenance Worker. Pg. 42

279.25 To accept revenue for Town Clerk's office for August 2025. Pg. 48

280.25 To amend Resolution 262.25: To declare Highway vehicles, small engines, small hand tools and plows + wings obsolete. Pg. 54

281.25 To negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction for the Curry Road (Route 7) reconstruction, between Altamont Avenue and Deforest Street project. Pg. 60

282.25 To authorize a final payment and release of retainage to HMA Contracting Corp. Pg. 64

283.25 Call for bids for Rotterdam Senior Center Stairway Rehabilitation Project. Pg. 68

284.25 Call for bids for repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks. Pg. 109

285.25 To accept and award bid for Run of Bank Gravel Installation in basement of demolished building located at 369 Duanesburg Road. Pg. 151

286.25 To recognize the introduction of Introductory Local Law No. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam and scheduling a public hearing thereon. Pg. 185

287.25 To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 266, "Vehicles and Traffic", section 52, entitled "Schedule XII: No Parking At Any Time" and scheduling a public hearing thereon. Pg 197

288.25 Resolution designating the Town of Rotterdam as Lead Agency pursuant to part 617 of the State of New York Environmental Quality Review Act with respect to the Consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2. Pg. 206

289.25 Accept engineering report for Sewer District No. 7 Consolidation as prepared by Labella Associates. Pg. 216

290.25 Resolution authorizing the endorsement of a proposed Joint Consolidation Agreement pursuant to sections 751 2(A) and 752 of the General Municipal Law consolidating Sewer District #7; Sewer District #7, Ext. # 1 and Sewer District #7, Ext. #2 into one consolidated Sewer District subject to the completion of proceedings pursuant to Article 17-A of the General Municipal Law of the state of New York. Pg. 298

291.25 Resolution calling for a Public Hearing regarding the proposed lease of warehouse space for storage of town equipment. Pg. 315

292.25 To appoint Daniel Marsello to the position of GIS, Map's, Location Worker. Pg. 344

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

RESOLUTION NO. 277.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

seconded by Councilmember _____**, NOW**

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 13, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 2, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST**:** To adopt meeting minutes from August 13, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: September 10,2025

TO BE PLACED ON TOWN BOARD MEETING OF: September 10, 2025

Background Information: Attached. To adopt the meeting minutes from the August 13, 2025, Town Board Meeting.

Evaluation/Analysis: N/A

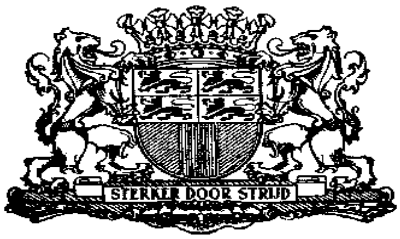
Recommendation(s): To place on Town Board agenda and Town Board meeting of September 10, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

August 18, 2025

Certified Resolutions: #254.25-#276.25 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, 12306 that was held Wednesday**,** August 13, 2025. The Town Board Agenda Meeting started at approximately 6:37 p.m. The agenda meeting was adjourned at approximately 6:50 p.m. all agreed to adjourn the agenda meeting. The Town Board meeting began at approximately 7:00 p.m**.** The Town Board Meeting was adjourned at approximately 7:38 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. 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 13, 2025
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
PROCLAMATIONS
PUBLIC HEARING
PRESENTATIONS
EXECUTIVE SESSION
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 order of their signing in. People 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. People 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:
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INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:
RESOLUTIONS

254.25 Accepting Town Board Meeting Minutes. Pg. 4

255.25 To appoint Joshua Nellis to the position of Skilled Laborer. Pg. 37

256.25 To reappoint Daniel Gaudio to the Board of Assessment Review. Pg. 44

257.25 To amend Resolution 67.25 of the year 2025; To appoint employees to various additional duties for the calendar year 2025. Pg. 46

258.25 To authorize the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Public Works Coordinator. Pg. 48

259.25 To approve 2025 quarterly expense transfers of gas and diesel. Pg. 50

260.25 To approve budget transfers to the 2025 budget. Pg. 52

261.25 To accept revenue for Town Clerk's office for July 2025. Pg. 54

262.25 To declare highway vehicles, small engines, small hand tools and plows + wings obsolete. Pg. 59

263.25 To declare police department tasers obsolete. Pg. 63

264.25 To declare IT equipment obsolete. Pg. 66

265.25 To negotiate and execute an agreement with LaBella Associates for the Senior Center Sanitary Sewer Connection Project. Pg. 68

266.25 To negotiate and execute an agreement with Tabner, Ryan and Keniry, LLP. Pg. 79

267.25 To accept and award bid for Water District No. 5 Water System Improvements – Contract No. 2 – Valve & Hydrant Replacement to Birdsall Excavation and Construction, LLC. Pg. 84

268.25 Adoption of the 2025 adjusted base proportions. Pg. 115

269.25 A Resolution in connection with authorizing and submitting a New York State Water Infrastructure Improvement Act grant application for the Town of Rotterdam Water Districts No. 3 & No. 4 Water System Improvements Project. Pg. 123

270.25 To approve the JCAP 2025-2026 Grant for the Justice Court. Pg. 125

271.25 Call for bids for On-Call Maintenance Contractor Services for remainder of year 2025 and all of year 2026. Pg. 132

272.25 To adopt a SEQR Negative Declaration on a Change of Zone application from Agricultural (A-1) to General Business (B-2) located at 774 and 778 Duanesburg Road. Pg. 165

273.25 To Enact Local Law No. 5 of 2025; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone request on a ±14.02-acre parcel from Agricultural (A-1) to General Business (B-2) located at 774 and 778 Duanesburg Road. Pg. 280

274.25 To negotiate and execute an amendment to an existing agreement with HydroSource Associates, PC for Change Order #2 to include additional hydrogeological services. Pg. 294

275.25 To promote and appoint Lisa Gallo to the position of Public Works Coordinator. Pg. 311

276.25 Call for Bids for Run of Bank Gravel Installation in Basement of Demolished Building Located at 369 Duanesburg Road. Pg. 318

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 254.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of July 9, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 255.25

TO APPOINT JOSHUA NELLIS TO THE POSITION OF SKILLED LABORER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joshua Nellis, of Pattersonville, New York 12137, is hereby appointed to the position of Skilled Laborer, full time, probationary, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand three hundred ninety-three and 94/100 ($52,393.94) dollars, commencing August 18, 2025.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 256.25

TO REAPPOINT DANIEL GAUDIO TO THE BOARD OF ASSESSMENT REVIEW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam hereby reappoints Daniel Gaudio as a member of the Board of Assessment Review, for a five (5) year term commencing October 1, 2025, through September 30, 2030.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 257.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $8,000
Events/Social Media Coordinator	
Megan Griffin	Annual Stipend $5,000
CDL Trainer	
Steven Skoda	Annual Stipend $1,000
Stormwater Management Officer	
Daniel Marsello	Annual Stipend $3,500
Planning and Zoning Record Retention	
Lisa Gallo	Annual Stipend $3,000
Underground Storage Tank Operator	
Steven Skoda	Annual Stipend $500
Fleet Procurement Coordinator	
Justin Peterson	Annual Stipend $1,000

SECTION 2. This resolution shall be effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 258.25

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF PUBLIC WORKS COORDINATOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 259.25

TO APPROVE 2025 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

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 the Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** expenditures to the various accounts for 2025 are hereby audited and approved:

Fund	***Account No.***	***Title***	***Amount***
General	A5132 4304	FROM: Central Gas Expenditure	-23,809.83
General	A3120 4302	INTO: Patrol Vehicle Gas	+17,003.45
General	A3310 4302	INTO: Traffic Control Gas	+443.67
General	A3620-4302	INTO Safety Inspection Gas	+925.06
General	A7110 4302	INTO: Parks Gas	+2,727.90
General	A1355-4302	INTO: Assessor	0
General	A3410 4302	INTO: Fire Fight Gas	+2,709.75
General	A5132 4304	FROM: Central Gas Expenditure	-4,518.11
Highway	DA5110 4304	INTO: Fuel General	+3,280.23
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,237.88
General	A5132 4304	FROM: Central Gas Expenditure	-2,486.82
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,486.82
General	A5132 4304	FROM: Central Gas Expenditure	-2,602.77
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,602.77

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2025 are hereby audited and approved:

Fund	***Account No.***	***Title***	***Amount***
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-2,241.95
General	A81894302	INTO: Landfill Gas	+1,028.38
General	A3410 4302	INTO: Fire Fight Gas	+1,213.57
General	A3120-4204	INTO: Police Diesel Generator	0
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-14,589.40

Highway	DA5110 4304	INTO:	General Repairs	+9,235.91
Highway	DA5140 4304	INTO:	Fuel Brush & Weed	+5,353.49
Fund	***Account No***		***Title***	***Amount***
Highway	DA5148 4304	FROM:	Central Diesel Expenditure	-677.67
S2	S28120 4302	INTO:	S2 Gas Oil Lube	+677.67
Highway	DA5148 4304	FROM:	Central Diesel Expenditure	-649.29
W5	W58340 4302	INTO:	W5 Gas Oil Lube	+649.29

SECTION 3. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 260.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **SCHLAG,**
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 2025 are hereby audited and approved:

Fund	***Account No.***	***Title***	***Amount***
General	A6772-4132	FROM: CCDA & SCFS	$ (3,500.00)
General	A6772-2005	FROM: Buildings/Facilities	(13,500.00)
General	A6772-4131	TO: Contracted Service- Engineer.	17,000.00

SECTION 2. This resolution shall become effective August 13, 2025.
DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 261.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of July 2025 has been placed on file and the Town Clerk's check in the amount of six thousand nine hundred eighty-nine dollars and 09/100 ($6,989.09) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 262.25

TO DECLARE HIGHWAY VEHICLES, SMALL ENGINES, SMALL HAND TOOLS AND PLOWS + WINGS OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Vehicles:

Year:	Make/Model:	Vin#:	Condition:
2007	F350 Crew Cab Chassis	1FDW36Y47EA61710	Doesn't Run
2002	Sterling 20yrd Packer Pac-Mor-Bodie	2FZABYCS12AJ415461	Runs/Drives
2001	Plow Wing + Salter FL 80	1FVABXAK72HK02141	Runs/Drives
2004	Int. 7400 4wd w/ Plow + Wings	1HTWEAD94JO92223	Runs, Needs Turbo
2009	Int. 4300 Brush Truck Grapple	1HTMMAAR69H080561	Runs/Drives
2012	F150 4x4	1FTNFIEFICKD79834	Runs/Drives

Small Engines:

- Honda GX 630 – Not Running
- Kohler KT 17 – Not Running

Small Hand Tools:

- Steel Max 7.25" – Broken metal cutter w/ case
- (1) Safety Vision TV Monitor – No Cables
- (1) SK47170 Ratch – Broken
- Stihl Pole Saw Shaft
- Weedwhacker Shaft
- Chain Saw Parts

Plows + Wings:

- (4) Viking Tunnel Plow
- (4) Viking Wings

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 263.25

TO DECLARE POLICE DEPARTMENT TASERS OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, on the advice and recommendation of the Rotterdam Police Department, hereby declares Thirty-six (36) - X26P model Tasers and assorted cartridges obsolete and no longer needed by the Rotterdam Police Department and authorizes their proper disposal to Atlantic Tactical, located at 7970 State Road Philadelphia, PA 19136:

SECTION 2. This resolution shall be effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 264.25

TO DECLARE IT EQUIPMENT OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

- 4 HP 22" computer monitors (P2225H)
- 2 Dell 20" E207WFPc monitors
- 1 LaserJet Enterprise M605 with various printer modules and add-ons.
- 1 Epson DS 510 Printer
- 1 Dell Dimension B110 (XP generation computer)
- 1 Dell Optiplex 760
- 1 Dell Optiplex 5070
- 2 IBM xSeries 345 servers, no hard drives
- 1 HP Proliant DL360 G7 server, no hard drives
- 1 wireless keyboard and mouse, with dongle.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M/ Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 265.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA ASSOCIATES FOR THE SENIOR CENTER SANITARY SEWER CONNECTION PROJECT

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Labella Associates, located at 4 British American Blvd, Latham, NY 12110, related to the Senior Center Sanitary Sewer Connection project for Investigation, Design, Bidding, and Construction Phase Professional Services, in an amount not to exceed forty one thousand nine hundred fifty and 00/100 ($41,950.00) dollars.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 266.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TABNER, RYAN AND KENIRY, LLP

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Tabner, Ryan and Keniry, LLP, located at 18 Corporate Woods Boulevard, Suite 8, Albany, New York 12211, for legal services related to the consolidation of Sewer District 7, at an hourly rate not to exceed $300/hour, and in accordance with the fee schedule set forth in the attached agreement.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 267.25

TO ACCEPT AND AWARD BID FOR WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 – VALVE & HYDRANT REPLACEMENT TO BIRDSALL EXCAVATION AND CONSTRUCTION, LLC

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (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:

WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 – VALVE & HYDRANT REPLACEMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the Water District No. 5 Water System Improvements – Contract No. 2 – Valve & Hydrant Replacement, to Birdsall Excavation and Construction LLC, located at 15 Tower Lane, Clarksville, New York 12041, at the mutual consent of both the Town and Birdsall Excavation and Construction LLC, with a bid amount not to exceed, one million, sixteen thousand, seven hundred forty six and 00/100 ($1,016,746.00) dollars.

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

SECTION 3. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 268.25

ADOPTION OF THE 2025 ADJUSTED BASE PROPORTIONS

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

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 2025 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 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 269.25

A RESOLUTION IN CONNECTION WITH AUTHORIZING AND SUBMITTING A NEW YORK STATE WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT APPLICATION FOR THE TOWN OF ROTTERDAM WATER DISTRICTS NO. 3 & NO. 4 WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the Town of Rotterdam wishes to apply for New York State Water Infrastructure Improvement Act Grant funding under the New York State Environmental Facilities Corporations State Revolving Fund; and

WHEREAS, the Town of Rotterdam has determined that a need exists to make improvements to the existing Water Districts No. 3 & No. 4 Water Systems; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam hereby applies for New York State Water Infrastructure Improvement Act Grant Funds to undertake Water Districts No. 3 & No. 4 Water System Improvements Project.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized and directed to sign any and all documents necessary for the submission of said application to the New York State Environmental Facilities Corporation, and any other sources of grant and or loan funding.

SECTION 3. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 270.25

TO APPROVE THE JCAP 2025-2026 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 2025-2026 Justice Court Assistance Program; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town of Rotterdam Justice Court to apply for the Justice Court Assistance Program (JCAP) grant in the 2025-2026 grant cycle for up to $30,000.00 dollars, for purchases of office equipment and upgrades in the Town of Rotterdam Justice Court under the New York State Unified Court System.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 271.25

CALL FOR BIDS FOR ON-CALL MAINTENANCE CONTRACTOR SERVICES FOR REMAINDER OF YEAR 2025 AND ALL OF YEAR 2026

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On-Call Maintenance Contractor Services for Remainder of Year 2025 and all of Year 2026.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by **Wednesday, the 3rd day of September 2025, at 11:30 A.M.,** will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON-CALL MAINTENANCE CONTRACTOR
SERVICES FOR REMAINDER OF YEAR 2025 AND ALL OF YEAR 2026

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

If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:30 A.M., SEPTEMBER 3, 2025

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

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

DATED: August 13, 2025
BidNet: Please publish on August 15, 2025
Daily Gazette: Please publish once on August 15, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 272.25

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 774 AND 778 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam herby adopts the SEQR Negative Declaration dated August 13, 2025, as prepared by the Senior Planner, for a Change of Zone request from Agricultural (A-1) to General Business (B-2) to facilitate the construction of a ±22,000 square foot retail business, on a ±14.02 acre parcel, located at 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1).

SECTION 2. The Town Board hereby 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 August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 273.25

TO ENACT LOCAL LAW NO. 5 OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON A ±14.02 ACRE PARCEL FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 774 AND 778 DUANESBURG ROAD

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

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 5 of 2025.

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

SECTION 3. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 274.25

TO NEGOTIATE AND EXECUTE AN AMENDMENT TO AN EXISITING AGREEMENT WITH HYDROSOURCE ASSOCIATES, PC FOR CHANGE ORDER #2 TO INCLUDE ADDITIONAL HYDROGEOLOGICAL SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an amendment to an existing agreement with HydroSource Associates PC, located at 120 Daniel Webster Highway, Meredith, NH 03253, for Change Order #2 to include Additional Hydrogeological Services concerning Town of Rotterdam's Well No. 6 project, for an increase not to exceed twenty four thousand eight hundred and 00/100 ($24,800.00) dollars, for a new total project cost not to exceed one million one hundred eighty two thousand eight hundred fifty and 00/100 ($1,182,850.00) dollars.

SECTION 2. This resolution shall become effective August 13, 2025

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 275.25

TO PROMOTE AND APPOINT LISA GALLO TO THE POSITION OF PUBLIC WORKS COORDINATOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Lisa Gallo, of Rotterdam, New York 12306, is hereby promoted and appointed to the position of Public Works Coordinator, full time, provisionary, with full employee benefits, and subject to pre-employment background checks, at an annual salary of seventy-eight thousand and 00/100 ($78,000.00) dollars, commencing August 18, 2025.

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 276.25

CALL FOR BIDS FOR RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Run of Bank Gravel Installation in Basement of Demolished Building Located at 369 Duanesburg Road Rotterdam, N.Y.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by **Wednesday, the 3rd day of September 2025, at 11:00 A.M.,** will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:00 A.M., SEPTEMBER 3, 2025

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

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

DATED: August 13, 2025
BidNet: Please publish on August 15, 2025
Daily Gazette: Please publish once on August 15, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk

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

RESOLUTION NO. 278.25

TO APPOINT JOSHUA NELLIS 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. Joshua Nellis, of Pattersonville, New York 12137, is hereby appointed to the position of Water & Sewer Maintenance Worker, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-five thousand seven hundred thirty and 10/100 ($55,730.10) dollars, commencing September 15, 2025.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: September 2, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Joshua Nellis to the position of Water/Sewer Maintenance Worker

TOWN BOARD MEETING: September 10, 2025

Background Information: Mr. Nellis has experience in excavation, drainage and water/sewer installations. He has been employed by the town in the Water/Sewer Maintenance Department since July 2025.

Evaluation/Analysis: Mr. Nellis has gained experience in the municipal water distribution and sanitary sewer infrastructure within Rotterdam. Mr. Nellis is also working toward obtaining his Commercial Driver's License (CDL).

Recommendation(s): Appoint Joshua Nellis to the position of Water/Sewer Maintenance Worker

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: 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/sewer maintenanc — POSITION TITLE _____ EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
MAY 18 2025
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

nellis. Joshua s
Last Name First Name Middle Initial

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

schenectady. pattersonville ny 12137
County City, Town, Village State Zip

Home Phone Number [redacted] Cell Phone:

Email Address: [redacted]

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

	Name	Years	Months
State of:	New York	[redacted]	
County of:	schenectady		
Village of:	pattersonvillle		
Town of:			
City of:			
School District	schalmont		

5.Citizenship

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

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

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

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

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

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	none
Class of License:	D
Is this License Currently Valid	**YES** ■ **NO** ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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:	

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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:		
Equivalency Diploma Number:	not sure how to find this	

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:	J Nellis Construction Inc
From: [redacted]	Firm Address:	9339 MARIAVILLE RD pattersonville ny 12137
To: [redacted] Month/Year (mm/yyyy)	**Description of Duties:**	all excavation and drainage with water and sewer utilizes installation
Employment Details		
Your Exact Title: owner		
Name of Your Supervisor: self		
Supervisor's Title: owner		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: no longer looking to be self employed		

Length of Employment	Firm Name:	high country hardscape
From: [redacted]	Firm Address:	consualus Ave Schenectady
To: [redacted] Month/Year (mm/yyyy)	**Description of Duties:**	crew foreman and equipment operator
Employment Details		
Your Exact Title: crew foreman		
Name of Your Supervisor: zach Zeh		
Supervisor's Title: owner		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: started own business		

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

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

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.

_____	Joshua Nellis	5/18/25
Signature of Applicant	Print Name	Date

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

RESOLUTION NO. 279.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of August 2025 has been placed on file and the town clerk's check in the amount of six thousand six hundred fifty-five dollars and 28/100 ($6,655.28) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 2, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for August $6,655.28 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: September 10, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: September 10, 2025

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of September 10, 2025.

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

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

Account Description	Fee Description	Account#	Qty	Local Share
			Total Local Shares Remitted:	**$6,655.28**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			288.00
Amount paid to:	NYS Environmental Conservation			3,963.70
Amount paid to:	State Health Dept. For Marriage Licenses			315.00
Total State, County & Local Revenues:	**$11,221.98**		**Total Non-Local Revenues:**	**$4,566.70**

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.

Molly A. Collins — Supervisor — 9/2/25 — Date

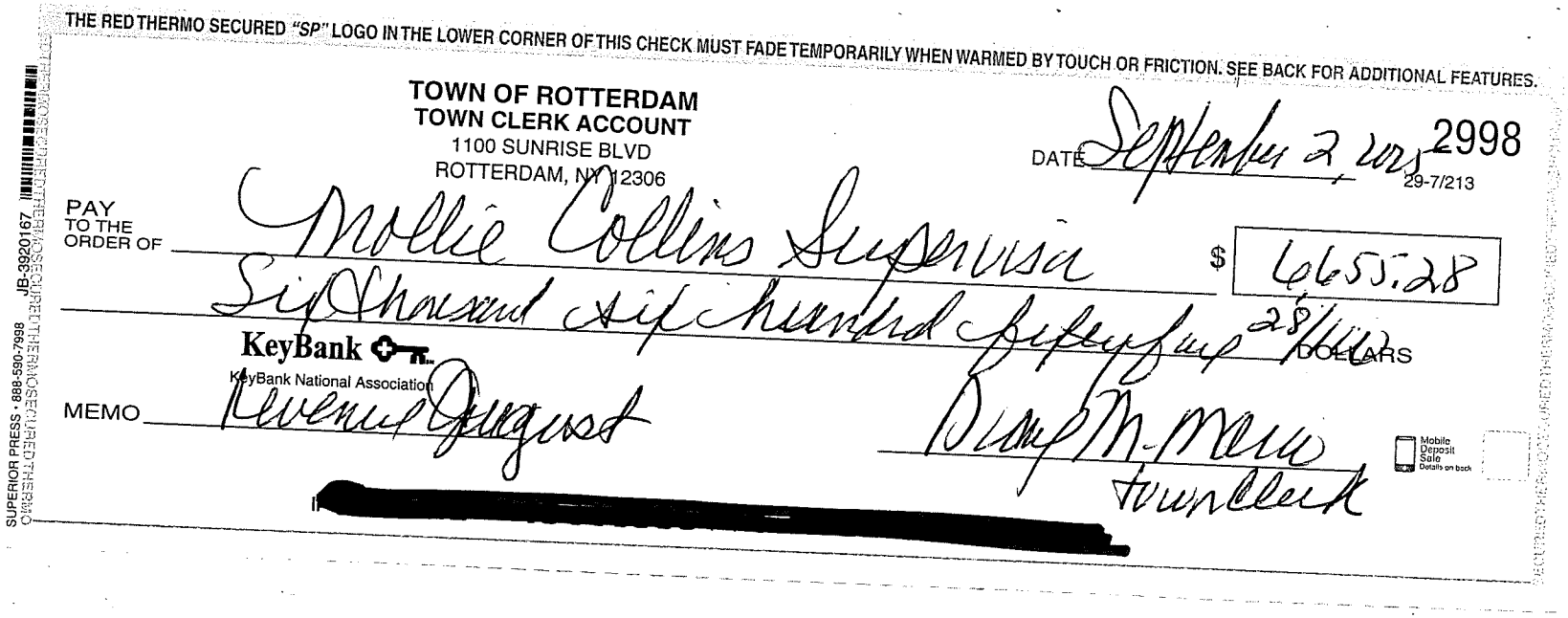
Diane M. Marco — Town Clerk — 9/2/25 — Date

Town Clerk Monthly Report
August 01, 2025 - August 29, 2025

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	9	390.98
			Sub-Total:	**$390.98**
Conservation	Conservation	A1255	21	246.30
			Sub-Total:	**$246.30**
Dog Licensing	Exempt Dog	A2544	4	0.00
Dog Licensing	Female, Spayed	A2544	96	1,344.00
Dog Licensing	Female, Unspayed	A2544	4	68.00
Dog Licensing	Male, Neutered	A2544	117	1,638.00
Dog Licensing	Male, Unneutered	A2544	21	357.00
			Sub-Total:	**$3,407.00**
Dog Park Permit	Dog Park Permit	A2546	1	25.00
			Sub-Total:	**$25.00**
Ez pass	Ez Pass	A1255	4	100.00
			Sub-Total:	**$100.00**
Late Fees	Late Fee -Dog Renewal	A1550	58	580.00
			Sub-Total:	**$580.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	14	245.00
			Sub-Total:	**$245.00**
MISC. FEES	Certified Copies	A1255	117	1,170.00
			Sub-Total:	**$1,170.00**
One Day Officiant License	One Day Officiant License	A1255	3	75.00
			Sub-Total:	**$75.00**
parade vending permit	Parade Permit	A002545	2	50.00
			Sub-Total:	**$50.00**
PERMIT FEES	Garage Sale	A2590	78	390.00
	Peddler (additional)		1	125.00
			Sub-Total:	**$515.00**
Senior Discount	Senior Discount	A2544	59	-574.00
			Sub-Total:	**-$574.00**
Soliciting	Soliciting Hawking Peddler	A2545	1	150.00
			Sub-Total:	**$150.00**
Soliciting Hawking Peddler (Additional)	Soliciting Hawking Peddler (Additional)		1	125.00
			Sub-Total:	**$125.00**
Taxicab License	Taxi	A2545	2	150.00
			Sub-Total:	**$150.00**

Monthly Worksheet of Daily Work
August 2025

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	DOG PARK NONRESIDENT	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
8/1/2025	$651.32	$174.00	$162.95	$11.05	$195.00	$20.00	$175.00	$25.00	$0.00	$0.00	$0.00	$37.32	$0.00	$0.00	$0.00	$25.00
8/4/2025	$934.00	$543.00	$511.56	$31.44	$146.00	$15.00	$131.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/5/2025	$577.00	$107.00	$101.09	$5.91	$175.00	$17.00	$158.00	$0.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/6/2025	$457.00	$102.00	$96.37	$5.63	$265.00	$27.00	$238.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/7/2025	$641.00	$231.00	$218.26	$12.74	$200.00	$14.00	$186.00	$0.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/8/2025	$350.00	$25.00	$23.61	$1.39	$145.00	$14.00	$131.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/11/2025	$536.00	$166.00	$156.82	$9.18	$280.00	$20.00	$260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/12/2025	$430.00	$279.00	$261.42	$17.58	$121.00	$11.00	$110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/13/2025	$1,053.88	$630.00	$592.37	$37.63	$75.00	$5.00	$70.00	$0.00	$40.00	$22.50	$17.50	$103.88	$0.00	$0.00	$25.00	$0.00
8/14/2025	$510.77	$209.00	$197.47	$11.53	$135.00	$12.00	$123.00	$0.00	$80.00	$45.00	$35.00	$31.77	$0.00	$0.00	$0.00	$0.00
8/15/2025	$502.17	$65.00	$60.68	$4.32	$145.00	$12.00	$133.00	$0.00	$40.00	$22.50	$17.50	$97.17	$0.00	$0.00	$0.00	$25.00
8/18/2025	$553.00	$147.00	$137.43	$9.57	$221.00	$25.00	$196.00	$0.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/19/2025	$233.00	$102.00	$96.37	$5.63	$76.00	$8.00	$68.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/20/2025	$411.67	$112.00	$105.82	$6.18	$170.00	$16.00	$154.00	$0.00	$0.00	$0.00	$0.00	$74.67	$0.00	$0.00	$0.00	$0.00
8/21/2025	$324.39	$124.00	$117.16	$6.84	$75.00	$5.00	$70.00	$0.00	$0.00	$0.00	$0.00	$15.39	$0.00	$0.00	$50.00	$0.00
8/22/2025	$487.16	$276.00	$260.80	$15.20	$50.00	$4.00	$46.00	$0.00	$80.00	$45.00	$35.00	$11.16	$0.00	$0.00	$25.00	$0.00
8/25/2025	$651.00	$241.00	$226.98	$14.02	$120.00	$11.00	$109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/26/2025	$344.00	$134.00	$125.89	$8.11	$70.00	$6.00	$64.00	$0.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/27/2025	$287.34	$15.00	$14.17	$0.83	$110.00	$8.00	$102.00	$0.00	$0.00	$0.00	$0.00	$2.34	$0.00	$0.00	$0.00	$0.00
8/28/2025	$793.00	$252.00	$235.71	$16.29	$201.00	$18.00	$183.00	$0.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$25.00
8/29/2025	$494.28	$276.00	$260.77	$15.23	$146.00	$20.00	$126.00	$0.00	$0.00	$0.00	$0.00	$17.28	$0.00	$0.00	$0.00	$0.00
Audited by dmm 8/29/2025	**$11,221.98**	$4,210.00	**$3,963.70**	**$246.30**	$3,121.00	**$288.00**	**$2,833.00**	**$25.00**	$560.00	**$315.00**	**$245.00**	**$390.98**	**$0.00**	**$0.00**	**$100.00**	**$75.00**



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

SUPERIOR PRESS • 888-590-7998 JB-3920167

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

DATE September 2, 2025 2998
29-7/213

PAY TO THE ORDER OF Mollie Collins Supervisa $ 6655.28

Six Thousand six hundred fifty five 28/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue August

Mobile Deposit Sale Details on back

RESOLUTION NO. 280.25

TO AMEND RESOLUTION 262.25: TO DECLARE HIGHWAY VEHICLES, SMALL ENGINES, SMALL HAND TOOLS AND PLOWS + WINGS OBSOLETE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 262.25 and all items listed, as amended, is hereby amended, and restated as follows: The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Highway Superintendent, hereby declares the following items obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

Vehicles:

Year:	Make/Model:	Vin#:	Condition:
2007	F350 Crew Cab Chassis	1FDW36Y47EA61710	Doesn't Run
2002	Sterling 20yrd Packer Pac-Mor-Bodie	2FZABYCS12AJ**45150**	Runs/Drives (**Updated)**
2001	Plow Wing + Salter FL 80	1FVABXAK72HK02141	Runs/Drives
2004	Int. 7400 4wd w/ Plow + Wings	1HTWEAD94JO92223	Runs, Needs Turbo
2009	Int. 4300 Brush Truck Grapple	1HTMMAAR69H080561	Runs/Drives
2012	F150 4x4	1FTNFIEFICKD79834	Runs/Drives

Small Engines:

- Honda GX 630 – Not Running
- Kohler KT 17 – Not Running

Small Hand Tools:

- Steel Max 7.25" – Broken metal cutter w/ case
- (1) Safety Vision TV Monitor – No Cables
- (1) SK47170 Ratch – Broken
- Stihl Pole Saw Shaft
- Weedwacker Shaft
- Chain Saw Parts

Plows + Wings:

- (4) Viking Tunnel Plow
- (4) Viking Wings

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 28th, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Larry LaMora, Highway Superintendent
TITLE OF REQUEST:	To authorize amendment of Resolution 262.25 for the following Vehicle, 2002 Sterling 20yrd Packer Pac-Mor-Bodie with the Vin # 2FZABYCS12AJ415461.
TOWN BOARD MEETING:	September 24th, 2025
Background Information:	The Highway Department input the incorrect Vin# for the listed vehicle.
. Evaluation/Analysis:	To authorize amendment for the following Vehicle, 2002 Sterling 20yrd Packer Pac-Mor-Bodie with the Vin # 2FZABYCS12AJ**415461** and replace with the following Vehicle with 2002 Sterling 20yrd Packer Pac-Mor-Bodie with the Vin # 2FZABYCS12AJ**45150**. Declare attached items obsolete and allow items to be sold at auction.
Recommendation(s):	To amend the previous listed 2002 Sterling 20yrd Packer Pac-Mor-Bodie with the Vin # 2FZABYCS12AJ**415461** on resolution 262.25 and declare the updated attached list of equipment obsolete for auction.
Attachment/Document(s):	List of equipment
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law §§103,104-b
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Highway Department
Misc. Equipment

Vehicles:

Year:	Make/Model:	Vin#:	Condition:	
2007	F350 Crew Cab Chassis	1FDW36Y47EA61710	Doesn't Run	
2002	Sterling 20yrd Packer Pac-Mor-Bodie	2FZABYCS12AJ45150	Runs/Drives	(Updated)
2001	Plow Wing + Salter FL 80	1FVABXAK72HK02141	Runs/Drives	
2004	Int. 7400 4wd w/ Plow + Wings	1HTWEAD94JO92223	Runs, Needs Turbo	
2009	Int. 4300 Brush Truck Grapple	1HTMMAAR69H080561	Runs/Drives	
2012	F150 4x4	1FTNFIEFICKD79834	Runs/Drives	

Small Engines:

- Honda GX 630 – Not Running
- Kohler KT 17 – Not Running

Small Hand Tools:

- Steel Max 7.25" – Broken metal cutter w/ case
- (1) Safety Vision TV Monitor – No Cables
- (1) SK47170 Ratch – Broken
- Stihl Pole Saw Shaft
- Weedwacker Shaft
- Chain Saw Parts

Plows + Wings:

- (4) Viking Tunnel Plow
- (4) Viking Wings

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 13, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 262.25

TO DECLARE HIGHWAY VEHICLES, SMALL ENGINES, SMALL HAND TOOLS AND PLOWS + WINGS OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Vehicles:

Year:	Make/Model:	Vin#:	Condition:
2007	F350 Crew Cab Chassis	1FDW36Y47EA61710	Doesn't Run
2002	Sterling 20yrd Packer Pac-Mor-Bodie	2FZABYCS12AJ415461	Runs/Drives
2001	Plow Wing + Salter FL 80	1FVABXAK72HK02141	Runs/Drives
2004	Int. 7400 4wd w/ Plow + Wings	1HTWEAD94JO92223	Runs, Needs Turbo
2009	Int. 4300 Brush Truck Grapple	1HTMMAAR69H080561	Runs/Drives
2012	F150 4x4	1FTNFIEFICKD79834	Runs/Drives

Small Engines:

- Honda GX 630 – Not Running
- Kohler KT 17 – Not Running

Small Hand Tools:

- Steel Max 7.25" – Broken metal cutter w/ case
- (1) Safety Vision TV Monitor – No Cables
- (1) SK47170 Ratch – Broken
- Stihl Pole Saw Shaft
- Weedwhacker Shaft
- Chain Saw Parts

Plows + Wings:

- (4) Viking Tunnel Plow
- (4) Viking Wings

SECTION 2. This resolution shall become effective August 13, 2025.

DATED: August 13, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 13, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 281.25

TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 TO AN EXISTING AGREEMENT WITH CARVER CONSTRUCTION FOR THE CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction, located at 26 Corporate Circle, Albany, NY 12203, for additional material costs to the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, in an amount not to exceed two thousand nine hundred seventy and 00/100 ($2,970.00) dollars, for a new total agreement amount not to exceed one hundred seventy six thousand one hundred forty four and 00/100 ($176,144.00) dollars.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 26, 2025
TO:	Supervisor Collins and Town Board
FROM:	Fred Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST:	Curry Road Reconstruction Change Order
TOWN BOARD MEETING:	September 10, 2025
Background Information:	Carver Construction Completed the pavement reconstruction on Curry Road at the location of a previous water main break. The agreement between Carver and the Town was based upon quantities of installed materials. There were some materials installed that were above and below the estimated quantities. The end result is a cost increase of $2,970.00.
Evaluation/Analysis:	The additional cost is based upon the bid price for each pay item and the quantities of materials that were actually installed.
Recommendation(s):	I recommend that the Town approve the change order amount, which is $2,970.00
Attachment/Document(s):	Attached is the summary of all bid items and the change order amount.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

CHANGE ORDER REQUEST

PROJECT NAME: Curry Road Reconstruction
CLIENT: Town of Rotterdam
PROJECT ADDRESS: 1926 Curry Rd, Schenectady, NY 12303

COR TITLE: Overrun Quantities
COR NO.:001

Carver Construction has requested a Change Order for the following described services:

COR DETAILS

COR Proposal Initiation Date: 07/01/25

COR Type: Quantity Overrun

Source:

COR Description: Estimated quantities differed from field measured quantities.

Amount requested for Change Order is $2,970.00.

ATTACHED EXHIBITS

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT
Contractor's signed Certification is attached.

APPLICATION NUMBER: 1
PERIOD TO: 07/31/25
APPLICATION DATE: 08/02/25
PROJECT NO. 0125-016
PAGE 2.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	BASE BID													
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QTY COMPLETED	PREVIOUS WORK COMPLETED	QTY COMPLETED THIS PERIOD	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
203.02	UNCLASSIFIED EXCAVATION & DISPOSAL	350	CY	$ 62.00	$ 21,700.00		$ -	363.00	$ 22,506.00		$ 22,506.00	104%	$ (806.00)	1,125.30
209.1703	DRAINAGE STRUCTURAL INLET PROTECTION	32	LF	$ 48.00	$ 1,536.00		$ -	0.00	$ -		$ -	0%	$ 1,536.00	0.00
304.12	SUBBASE COURSE, TYPE II	180	CY	$ 124.00	$ 22,320.00		$ -	208.00	$ 25,792.00		$ 25,792.00	116%	$ (3,472.00)	1,289.60
404.1282	12.5 F2 TOP COURSE HMA 80 SERIES	41	TON	$ 217.00	$ 8,897.00		$ -	41.00	$ 8,897.00		$ 8,897.00	100%	$ -	444.85
404.1989	19 F9 BINDER COURSE HMA 80 SERIES	54	TON	$ 219.00	$ 11,826.00		$ -	54.00	$ 11,826.00		$ 11,826.00	100%	$ -	591.30
404.3789	37.5 F9 BASE COURSE HMA 80 SERIES	144	TON	$ 164.00	$ 23,616.00		$ -	144.00	$ 23,616.00		$ 23,616.00	100%	$ -	1,180.80
407.0103	STRAIGHT TACK COAT	45	GAL	$ 2.00	$ 90.00		$ -	17.00	$ 34.00		$ 34.00	38%	$ 56.00	1.70
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	375	LF	$ 8.00	$ 3,000.00		$ -	235.00	$ 1,880.00		$ 1,880.00	63%	$ 1,120.00	94.00
608.020102	ASPHALT DRIVEWAYS & BICYCLE PATHS	91	TON	$ 169.00	$ 15,379.00		$ -	91.00	$ 15,379.00		$ 15,379.00	100%	$ -	768.95
609.04010510	CIP CONCRETE CURB, TYPE VF6	20	LF	$ 225.00	$ 4,500.00		$ -	26.00	$ 5,850.00		$ 5,850.00	130%	$ (1,350.00)	292.50
610.1402	TOPSOIL ROADSIDE	2	CY	$ 125.00	$ 250.00		$ -	2.00	$ 250.00		$ 250.00	100%	$ -	12.50
610.1601	TURF ESTABLISHMENT ROADSIDE	18	SY	$ 29.00	$ 522.00		$ -	18.00	$ 522.00		$ 522.00	100%	$ -	26.10
619.04	TYPE III CONSTRUCTION BARRICADE	30	EA	$ 338.00	$ 10,140.00		$ -	30.00	$ 10,140.00		$ 10,140.00	100%	$ -	507.00
619.161401	MODIFY EXISTING TRAFFIC SIGNAL EQP	1	EA	$ -	$ -		$ -	-	$ -		$ -	0%	$ -	0.00
619.24	NIGHTTIME OPERATIONS	1	LS	$ 38,128.00	$ 38,128.00		$ -	1.00	$ 38,128.00		$ 38,128.00	100%	$ -	1,906.40
627.501140008	CUTTING PAVEMENT	260	LF	$ 2.00	$ 520.00		$ -	287.00	$ 574.00		$ 574.00	110%	$ (54.00)	28.70
685.1102	WHITE EPOXY REFLECTIVE PVMT STRIPES 20 MIL	30	LF	$ 25.00	$ 750.00		$ -	30.00	$ 750.00		$ 750.00	100%	$ -	37.50
685.1202	YELLOW EPOXY REFLECTIVE PVMT STRIPES 20 MI	160	LF	$ 25.00	$ 4,000.00		$ -	160.00	$ 4,000.00		$ 4,000.00	100%	$ -	200.00
699.040001	MOBILIZATION 4% MAX	1	LS	$ 6,000.00	$ 6,000.00		$ -	1.00	$ 6,000.00		$ 6,000.00	100%	$ -	300.00
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					$ -		$ -		$ -		$ -	0%	$ -	0.00
	Subtotal This Page Only				$ 173,174.00		$ -		$176,144.00	$ -	$ 176,144.00	102%	$ (2,970.00)	$ 8,807.20
	Total All Pages Including CO's				$ 173,174.00	$ -	$ -	$ -	$176,144.00	$ -	$ 176,144.00	102%	$ (2,970.00)	$ 8,807.20

Original contract amount

change order amount

RESOLUTION NO. 282.25

TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO HMA CONTRACTING CORP.

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 all documents for the release of retainage and issue final payment to HMA Contracting Corp., located at PO Box 151, Mechanicville NY, 12118, for the Rotterdam Senior Center Lot Improvements Project, in the total amount, not to exceed twenty-five thousand five hundred thirty and 38/100 ($25,530.38) dollars.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 26, 2025
TO:	Mollie Collins – Town Supervisor
FROM:	Fred Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST:	Authorize Release of Retainage for Rotterdam Senior Center Parking Lot.
TOWN BOARD MEETING:	September 10, 2025
Background Information:	HMA Contracting Corp. is the contractor for the Senior Center Parking Lot.
Evaluation/Analysis:	Project is complete. Final payment needs to be authorized by the Town Bard in order to issue final payment to the contractor.
Recommendation(s):	Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to HMA Contracting Corp.
Attachment/Document(s):	Payment App #4 in the amount of $25,530.38.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

PROJECT:
Rotterdam Senior Center
2639 Hamburg St
Rotterdam, NY 12303

APPLICATION NO: 4
PERIOD TO: 08/31/2025
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
HMA Contracting Corp.
PO Box 151
Mechanicville, NY 12118

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$ 416,365.95
2. NET CHANGE BY CHANGE ORDERS		$ 6,000.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*		$ 422,365.95
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*		$ 422,365.95
5. RETAINAGE:		
a. 0.0% of Completed Work *(Columns D + E on G703)*	$ 0.00	
b. 0.0% of Stored Material *(Column F on G703)*	$ 0.00	
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*		$ 0.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*		$ 422,365.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*		$ 396,835.57
8. CURRENT PAYMENT DUE		$ 25,530.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 6,000.00	$
Total approved this month	$	$
TOTAL	$ 6,000.00	$
NET CHANGES by Change Order	$ 6,000.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 8/26/2025
State of: New York
County of: Rensselaer
Subscribed and sworn to before me this 26 day of August, 2025
Notary Public: _____
My commission expires: 12/13/28

ERICH A HAUX
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA0031920
Qualified in Warren County
Commission Expires Dec. 13, 2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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010711ACD44

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

4

APPLICATION NO: 08/31/2025
APPLICATION DATE: 08/31/2025
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
01	Clearing/Demo/Disposal	14,097.20	14,097.20	0.00	0.00	14,097.20	100.00	0.00	0.00
02	Earthwork/Site Grading	39,588.28	39,588.28	0.00	0.00	39,588.28	100.00	0.00	0.00
03	Erosion Control Measures	2,580.38	2,580.38	0.00	0.00	2,580.38	100.00	0.00	0.00
04	Stormwater Chambers	67,084.50	67,084.50	0.00	0.00	67,084.50	100.00	0.00	0.00
05	Drainage System	71,916.63	71,916.63	0.00	0.00	71,916.63	100.00	0.00	0.00
06	Parking Lot and Driveways	110,169.37	110,169.37	0.00	0.00	110,169.37	100.00	0.00	0.00
07	Concrete walkways	44,931.91	44,931.91	0.00	0.00	44,931.91	100.00	0.00	0.00
08	Concrete curbing	27,783.75	27,783.75	0.00	0.00	27,783.75	100.00	0.00	0.00
09	ADA Devices and Signs	4,012.40	4,012.40	0.00	0.00	4,012.40	100.00	0.00	0.00
10	Topsoil and Turf Establishment	9,288.61	4,644.31	4,644.30	0.00	9,288.61	100.00	0.00	0.00
11	Work Zone Traffic Control	2,672.01	2,672.01	0.00	0.00	2,672.01	100.00	0.00	0.00
12	Survey Operations	6,547.60	6,547.60	0.00	0.00	6,547.60	100.00	0.00	0.00
13	Concrete Pads for Dumpster	1,747.20	1,747.20	0.00	0.00	1,747.20	100.00	0.00	0.00
14	Pavement Markings	2,744.00	2,744.00	0.00	0.00	2,744.00	100.00	0.00	0.00
15	Mobilization	11,202.11	11,202.11	0.00	0.00	11,202.11	100.00	0.00	0.00
CO1	Change Order #1	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	0.00
	GRAND TOTAL	422,365.95	417,721.65	4,644.30	0.00	422,365.95	100.00	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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RESOLUTION NO. 283.25

CALL FOR BIDS FOR ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION 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 call for bids for Rotterdam Senior Center Stairway Rehabilitation Project.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by **Wednesday, the 1st day of October 2025, at 11:00 A.M.,** will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION PROJECT

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:00 A.M., OCTOBER 1, 2025

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

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

DATED: September 10, 2025
BidNet: Please publish on September 12, 2025
Daily Gazette: Please publish once on September 12, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 28, 2025

TO: Supervisor Collins and Town Board

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

TITLE OF REQUEST: Stairway Rehabilitation Project, Rotterdam Senior Center

TOWN BOARD MEETING: September 10, 2025

Background Information: The existing emergency access stairway concrete behind the Senior Center Building concrete is in poor condition and the railing is not complaint with ADA Accessibility Standards. The deteriorated concrete will be removed, and new concrete will be poured in place. A new railing system will also be provided.

Evaluation/Analysis: Construction bid document has been prepared to complete the work. The budgeted amount to complete the work is $40,000.00.

Recommendation(s): I recommend that the Town obtain bids to perform the work.

Attachment/Document(s): Attached is the bid document.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Request for Bids (RFB)

Rotterdam Senior Center

Stairway Rehabilitation Project

Located at

2639 Hamburg Street

Rotterdam, N.Y.

RFB 25-05

Bid Due Date:

October 1, 2025

@ 11:00 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor, material, equipment and other means necessary for the *rehabilitation of the concrete stairway at the rear of the Senior Center Building* will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until **11:00 AM local time on Wednesday, October 1, 2025**, at which time and place they will be publicly opened and read aloud.

The work shall include all means and methods to rehabilitate the stairway as per the plans, specifications and as directed by the Town.

Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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 documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

Each Bid must be submitted on the provided Bid Form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. The bid shall be for the year 2025 construction season. ***A formal pre-bid meeting will be held on September 25, 2025, at 9:00 am at the project site***. Attendance at the pre-bid meeting is not mandatory.

Any prospective Bidder that has any questions should contact Fred C. Mastroianni, P.E. of FCM Engineering, PLLC at (518) 355-7575, ext. 354 or (518)-641-9192 or via email at fmastroianni@rotterdamny.org or fred@fcmengpllc.com.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work, and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Prevailing wage rates shall apply.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 AM local time on Wednesday, October 1, 2025**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, up to the completion of the project.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings

and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Materials are required as soon as possible, and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on actual quantities installed on the items provided in the bid form.

14. Failure to adequately and fully complete the bid packet and/or questions contained herein shall

15. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested.

16. Bid Evaluation-
    a. Bids shall remain valid until:
        - the execution of a contract by the Town of Rotterdam; or
        - the award of a purchase order by the Town of Rotterdam; or
        - as otherwise rejected by the Town of Rotterdam.

    b. Bids received will be evaluated by the Town of Rotterdam and will be based, at a minimum, upon the following criteria:
        - Lowest responsible total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
        - Completeness of the bid; and

- Bidder's demonstrated capabilities and experience working on similar projects.

c. Workmanship determined to be below the standards herein specified, will not be accepted nor paid for until correct and/or replaced as required by the Town Consultant Engineer or the designated representative. It is the intent of the Town that the work specified herein is awarded only to a company having experienced personnel and the proper equipment to complete the work.

17. Modification and Withdrawal of Bids:
    a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

    b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

18. General Provisions of Laws Covering Workers on Public Works Contract:
    The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

19. Bid Security:

    a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
    b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
    c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
    d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

20. Bid Bond:

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

_____

BIDDER *(Name and Address)*:

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

TOWN *(Name and Address)*:
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID
Bid Due Date:
Description *(Project Name):*

BOND
Bond Number:
Date:
Penal sum _____ $_____
(Words) (Figures)

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

BIDDER	**SURETY**
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By:_____
Signature	Signature (Attach Power of Attorney)
Print Name _____	Print Name_____
Title _____	Title_____
Attest: _____	Attest:_____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.

b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

c. This obligation shall be null and void if:
c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
c.2 All Bids are rejected by Town, or
c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

k. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

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

Name of Contractor/Company:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work

during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where

complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime, contact the Rotterdam Police Department.

BID FORM

(a) The Bid Form is provided herein.

(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.

(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

(e) All names must be printed or typed below the signature.

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Stairway Rehabilitation Project
Rotterdam Senior Center

SUBMITTED BY: _____

_____

_____

_____

BID RECIPIENT

This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

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

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION

Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

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

BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the plans and specifications and as directed by the Town. The contractor shall provide a bid for the following contract pay items.

CONTRACT BID ITEMS

Item 1 – New Railing System	Lump Sum Cost_____
Item 2 – Welded Wire Mesh	Lump Sum Cost_____
Item 3 – Mortar, Bonding Agent and Sealer	Lump Sum Cost_____
Item 4 – Removal of Existing Railing	Lump Sum Cost_____
Item 5 - Removal & Replacement of Structural Concrete	Lump Sum Cost_____
Item 6 – Epoxy Coated Bar Reinforcement	Lump Sum Cost_____

TOTAL CONTRACT BID PRICE _____

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

The contractor is advised that additional items may be needed. The cost of purchasing and installing any additional items is to be included in one of the bid items, including the cost of mobilization and disposal of items for a completed stairway rehabilitation system.

SUBMITTED on _____ 2025.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Phone Number

_____

Email

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

CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

The Contractor shall provide to the Town with performance and payment bonds prior to the execution of the agreement for review and approval. The bonds shall be in effect for the entire construction duration.

A separate Performance and Payment Bonds in a form satisfactory to the Town of Rotterdam and the Town Corporation Counsel, or its cash equivalent, equal to one hundred percent (100%) of the bid is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the Town.

In case of its failure to do so, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the Town of Rotterdam.

AGREEMENT

THIS AGREEMENT dated _____is by and between the Town of Rotterdam ("Town") and

_____("Contractor")

Town and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The contractor shall provide all labor, materials and equipment needed to complete the work as described in Article 2.

ARTICLE 2 – THE PROJECT

2.01 The project shall include providing all labor, materials and equipment needed for the rehabilitation of the concrete stairway system as shown on the plans, associated specifications and as per Town requirements. It is anticipated that the Town will have a representative on-site during the construction of the project.

ARTICLE 3 – ENGINEER

3.01 The Project that pertains to the Work has been designed by FCM Engineering, PLLC ("Engineer").

3.02 The Town has retained an engineer to act as Town's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed by December 1, 2025, and fully completed by December 31, 2025.

4.03 *Liquidated Damages*

A. Contractor and Town recognize that time is of the essence as stated in Paragraph 4.01 above and that Town will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of

requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Town FIVE THOUSAND ($500.00) for each calendar day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Town FIVE THOUSAND ($500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

3. In addition, Contractor shall pay for all cost with respect to additional construction observation services by a private firm to confirm all work is performed as per the plans and specifications.

ARTICLE 5 – CONTRACT PRICE

5.01 Town shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Total Bid Amount is:

_____Dollars
(words)

And _____cents $_____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based upon unit bid prices and as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town. The payment application shall include Application and Certificate for Payment AIA Document G702 with supporting documentation and certified payroll documents.

6.02 *Progress Payments; Retainage*

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All

such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retainage) of each payment request; and

B. Upon Substantial Completion, Town shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Town, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance, the Town shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Town to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The Contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents, design plans and specifications. The Contract Documents can only be modified or supplemented via mutual agreement between the Town, contractor and engineer.

ARICLE 10 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

ARTICLE 11 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

ARTICLE 12 - INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury
$1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit
All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies.

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall commence under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

ARTICLE 13 - PREVAILING WAGES

(a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.

(b) All vendors submitting bids agree to conform to all current NYS Department of Labor

and prevailing wage laws. The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:

(c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

(d) This project PRC # is 2025010247 – Stairway Rehabilitation. Hard copies of the prevailing wage rates can be obtained at https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1594539 or copy and paste into your browser.

ARTICLE 14 - SALES AND USE TAXES

The Town is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 15 - INDEMNIFICATION

The successful Bidder 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 attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 16 - REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

ARTICLE 17 - DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
(b) Payment will be made upon the submission of a completed payment request and supporting documentation.
(c) The Town of Rotterdam is not subject to federal, state, or local taxes.
(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with

the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public Town and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 18 - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

ARTICLE 19 - SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town, specifications, or specified herein.

ARTICLE 20 - SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

ARTICLE 21 - ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

ARTICLE 22 - CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 23 - LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

ARTICLE 24 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 25 - HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z

(9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
(10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
(11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
(12) Drilling and blasting per 29 CFR 1926, Subpart U
(13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 26 – SITE CONTROL

The Contractors shall maintain security of the site with barriers and/or fencing and signage the site at all times. All debris must be covered including during stoppages or delays. This section shall be superseded by technical requirements set in law but otherwise shall have full force.

ARTICLE 27 - WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

ARTICLE 28 - TECHNICAL SPECIFICATIONS AND PLANS

Provided in Appendix A and B

ARTICLE 29 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will take every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 30 – STORMWATER MANAGEMENT PROGRAM

Bidder understands that the Town of Rotterdam is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Bidder agrees to comply to the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems. Bidder also agrees to implement any corrective actions identified by the Town or a representative pursuant to the above regulations and further

understands that any non-compliance by the Town will not diminish, eliminate, or lessen Bidder's own liability.

ARTICLE 31 - HIGHWAY WORK PERMIT – Not applicable

ARTICLE 32 - INSPECTION

(a) During the progress of the work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Town every reasonable, safe and proper facility for inspecting all work done or being done at the site.

(b) Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a reasonably clean and neat condition. Payment will not be made of any item until the work is completed to the satisfaction of the Inspector and/or Town officials.

ARTICLE 33 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and_____

_____

_____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a Principal_____L.S.

corporation, if principal is
a co-partnership, each partner
should sign individually under
the firm name) _____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a
corporation) _____L.S.

_____L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

_____

Notary Public,_____County

Commission of Deeds_____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20___, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he _____ thereupon _____ acknowledged to

me that he executed the same as and for the act and deed of said firm.

_____

Notary Public, _____ County

Commissioner of Deeds_____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE
STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this_____ day of_____, 20___, before me the subscriber personally came_____, to me known, who being by me duly sworn did depose and say that he resides in the City/Town of_____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____

Notary Public, _____ County

Commissioner of Deeds_____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____Supervisor

IN WITNESS WHEREOF, Town and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

TOWN:

Town of Rotterdam

By: _____

Title:_____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Town is a corporation, attach evidence of authority to sign. If Town is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By:_____

Title:_____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:_____

Title:_____

Address for giving notices:

_____

_____

_____

License No.: _____

(where applicable)

END OF SECTION

APPENDIX A – Specifications

APPENDIX B – Plans

RESOLUTION NO. 284.25

CALL FOR BIDS FOR REPAIRS TO ANGERS AVENUE, BERNARD STREET AND HAMBURG STREET WATER TANKS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam by **Wednesday, the 1st day of October 2025, at 11:30 A.M.,** will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

REPAIRS TO ANGERS AVENUE, BERNARD STREET AND HAMBURG STREET WATER TANKS

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:30 A.M., OCTOBER 1, 2025

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

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

DATED: September 10, 2025
BidNet: Please publish on September 12, 2025
Daily Gazette: Please publish once on September 12, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 28, 2025
TO:	Supervisor Collins and Town Board
FROM:	Fred Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST:	Repairs of the Angers Avenue, Bernard Street and Hamburg Street Water Tanks
TOWN BOARD MEETING:	September 10, 2025
Background Information:	Repairs are needed at each water tank to include replacing the access ladders, adding a new aluminum ladder and at the Hamburg Street water tank, project includes pressure washing the piers and foundation, and repair of concrete cap edges.
Evaluation/Analysis:	Construction bid document has been prepared to complete the work. The budgeted amount to complete the work provided by a reputable company is $75,000.00.
Recommendation(s):	I recommend that the Town obtain bids to perform the work.
Attachment/Document(s):	Attached is the bid document.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids (RFB)

Repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks

Rotterdam, N.Y.

RFB 25-06

Bid Due Date:

October 1, 2025

@ 11:30 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor, material, equipment and other means necessary for the *repairs of three (3) water tanks* will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until **11:30 AM local time on Wednesday October 1, 2025**, at which time and place they will be publicly opened and read aloud.

The work shall include preparing any necessary engineering plans, labor, materials, and equipment including means and methods to repair the water tanks at three (3) locations. Below is a summary of the scope of work for each tank:

1. 5 Angers Avenue and 1000 Bernard Street Water Tanks – Replace access ladder with OSHA compliant ladder beginning at 12 to 15 feet above grade and total length of approximately 105 feet. In addition, an aluminum 8-foot ladder door and OSHA compliant flex cable safety climb system with harness is to be provided.
2. 2435 Hamburg Street Water Tank - Replace access ladder with OSHA compliant ladder beginning at 12 to 15 feet above grade and total length of approximately 95 feet. In addition, an aluminum 8-foot ladder door and OSHA compliant flex cable safety climb system with harness is to be provided. This tank also includes pressure wash concrete piers/foundations, sawcut edges of repair areas, form and repour cap edges where damaged, which is approximately thirty (30) square feet.

Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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 documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

Each Bid must be submitted on the provided Bid Form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. The bid shall be for the year 2025 construction season. Any prospective Bidder that has questions should contact Justin Peterson at (518) 393-1131 or via email at jpeterson@rotterdamny.org.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work, and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract. The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Prevailing wage rates shall apply. The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:30 AM local time on Wednesday October 1, 2025**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, up to the completion of the project.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings

and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Materials are required as soon as possible, and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on actual quantities installed on the items provided in the bid form.

14. Failure to adequately and fully complete the bid packet and/or questions contained herein shall

15. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested.

16. Bid Evaluation-
    a. Bids shall remain valid until:
        - the execution of a contract by the Town of Rotterdam; or
        - the award of a purchase order by the Town of Rotterdam; or
        - as otherwise rejected by the Town of Rotterdam.

    b. Bids received will be evaluated by the Town of Rotterdam and will be based, at a minimum, upon the following criteria:
        - Lowest responsible bid cost and projected timetable for completion of services and/or delivery of goods described herein;
        - Completeness of the bid; and

- Bidder's demonstrated capabilities and experience working on similar projects.

c. Workmanship determined to be below the standards herein specified will not be accepted nor paid for until correct and/or replaced as required by the Town. It is the intent of the Town that the work specified herein is awarded only to a company having experienced personnel and the proper equipment to complete the work.

17. Modification and Withdrawal of Bids:
    a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

    b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

18. General Provisions of Laws Covering Workers on Public Works Contract:
    The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

19. Bid Security:

    a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
    b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
    c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
    d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

20. Bid Bond:

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

_____

BIDDER *(Name and Address)*:

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

TOWN *(Name and Address)*:
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID
Bid Due Date:
Description *(Project Name):*

BOND
Bond Number:
Date:
Penal sum _____ $_____
(Words) (Figures)

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

BIDDER	**SURETY**
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By:_____
Signature	Signature (Attach Power of Attorney)
Print Name _____	Print Name_____
Title _____	Title_____
Attest: _____	Attest:_____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.

b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

c. This obligation shall be null and void if:
c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
c.2 All Bids are rejected by Town, or
c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on

behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

k. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

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

Name of Contractor/Company:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work

during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where

complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime, contact the Rotterdam Police Department.

BID FORM

(a) The Bid Form is provided herein.

(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.

(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

(e) All names must be printed or typed below the signature.

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks

SUBMITTED BY: _____

_____

_____

_____

BID RECIPIENT

This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

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

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION

Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
   1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
   2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and
      open competition;
   3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
   4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BASE BID – Painted Steel Main Ladder Option

Bidder will provide engineering plans, labor, materials, and equipment needed to complete the work in accordance with the approved plans and specifications, and as directed by the Town. The contractor shall provide a bid for the contract pay items below. The base bid item shall consist of providing painted steel main ladder for each water tank.

BASE BID ITEMS

Item 1 – Angers Ave. Water Tank Lump Sum Cost_____

Item 2 – Bernard St. Water Tank Lump Sum Cost_____

Item 3 – Hamburg St. Water Tank Lump Sum Cost_____

TOTAL BASE BID PRICE _____

ALTERNATE 1 BID – Aluminum Main Ladder Option

Bidder will provide engineering plans, labor, materials, and equipment needed to complete the work in accordance with the approved plans and specifications, and as directed by the Town. The contractor shall provide a bid for the contract pay items below. The alternate 1 bid item shall consist of providing aluminum main ladder for each water tank.

ALTERNATE 1 BID ITEMS

Item 1 – Angers Ave. Water Tank Lump Sum Cost_____

Item 2 – Bernard St. Water Tank Lump Sum Cost_____

Item 3 – Hamburg St. Water Tank Lump Sum Cost_____

TOTAL ALTERNATE 1 BID PRICE_____

ALTERNATE 2 BID – Galvanized Steel Main Ladder Option

Bidder will provide engineering plans, labor, materials, and equipment needed to complete the work in accordance with the approved plans and specifications, and as directed by the Town. The contractor shall provide a bid for the contract pay items below. The alternate 2 bid item shall consist of providing galvanized steel main ladder for each water tank.

ALTERNATE 2 BID ITEMS

Item 1 – Angers Ave. Water Tank Lump Sum Cost_____

Item 2 – Bernard St. Water Tank Lump Sum Cost_____

Item 3 – Hamburg St. Water Tank Lump Sum Cost_____

TOTAL ALTERNATE 2 BID PRICE_____

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

The contractor is advised that additional items may be needed and not included with the bid items. The cost of purchasing and installing any additional items is to be included in one of the above bid items, along with the cost of mobilization for a completed stairway rehabilitation system.

The bids shall include the cost of providing design plans and specifications for review and approval by a licensed professional engineer in the State of New York with experience in water tanks design standards.

All work must comply with applicable standards, rules and regulations to include, but not limited

to the following:

- Occupational Safety and Health Administration (OSHA)
- American Water Works Association (AWWA)
- National Association of Corrosion Engineers (NACE)
- Society of Protective Coatings (SSPC)
- National Sanitation Foundation (NSF)

SUBMITTED on _____ 2025.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Phone Number

_____

Email

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

SUPPLEMENTAL DOCUMENTS TO BE PTOVIDED WITH BID PACKAGE

The prospective bidder shall include the following documents as part of the bid package:

1. Cover letter that provides brief overview of the company's background and experience with water tank repairs.
2. Company profile that includes firm history, ownership, proposed personnel with proof of appropriate certifications to perform the work, role on project and their resume.
3. Company's Safety, Health and Quality Assurance Plan.
4. Company ISO 9001:2015 Certification.
5. Proposed project schedule.
6. Schedule of values for each bid item.
7. Client References related water tank repairs.
8. Certificate of Contractor registration to do business in the State of New York
9. Any other relevant documents that show contractor's capabilities to perform all the required work.
10. Resume of the licensed professional engineer(s) that will be providing the necessary plans and specifications needed for the work for review and approval prior to construction.

All work must comply with applicable standards, rules and regulations to include, but not limited to the following:

- Occupational Safety and Health Administration (OSHA)
- American Water Works Association (AWWA)
- National Association of Corrosion Engineers (NACE)
- Society of Protective Coatings (SSPC)
- National Sanitation Foundation (NSF)

CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest responsible bidder as determined by the Town. This includes evaluating the base and alternatives bid prices to include selecting the Town's preferred type of ladder (painted steel, aluminum or galvanized steel). In addition to the bid prices, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30,

2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

The Contractor shall provide to the Town with performance and payment bonds prior to the execution of the agreement for review and approval. The bonds shall be in effect for the entire construction duration.

A separate Performance and Payment Bonds in a form satisfactory to the Town of Rotterdam and the Town Corporation Counsel, or its cash equivalent, equal to one hundred percent (100%) of the bid is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the Town.

In case of its failure to do so, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the Town of Rotterdam.

AGREEMENT

THIS AGREEMENT dated _____is by and between the Town of Rotterdam ("Town")
_____("Contractor")

Town and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The contractor shall provide engineering plans and specifications, and all labor, materials and equipment needed to complete the work as described in Article 2. All work must comply with applicable standards, rules and regulations to include, but not limited to the following:

- Occupational Safety and Health Administration (OSHA)
- American Water Works Association (AWWA)
- National Association of Corrosion Engineers (NACE)
- Society of Protective Coatings (SSPC)
- National Sanitation Foundation (NSF)

ARTICLE 2 – THE PROJECT

2.01 The project shall include repairs to the existing water tanks as follows:

a. 5 Angers Avenue and 1000 Bernard Street Water Tanks – Replace access ladder with OSHA compliant ladder beginning at 12 to 15 feet above grade and total length of approximately 105 feet. In addition, an aluminum 8-foot ladder door and OSHA compliant flex cable safety climb system with harness is to be provided.

b. 2435 Hamburg Street Water Tank - Replace access ladder with OSHA compliant ladder beginning 12 to 15 feet above grade and total length of approximately 95 feet. In addition, an aluminum 8-foot ladder door and OSHA compliant flex cable safety climb system with harness is to be provided. This tank also includes pressure wash concrete piers/foundations, sawcut edges of repair areas, form and repour cap edges where damaged, which is approximately thirty (30) square feet.

All work must comply with applicable standards, rules and regulations to include, but not limited to the following:

- Occupational Safety and Health Administration (OSHA)
- American Water Works Association (AWWA)
- National Association of Corrosion Engineers (NACE)
- Society of Protective Coatings (SSPC)
- National Sanitation Foundation (NSF)

ARTICLE 3 – ENGINEER

3.01 The Town may retain an engineer to act as Town's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed by December 15, 2025, and fully completed by December 31, 2025.

4.03 *Liquidated Damages*

A. Contractor and Town recognize that time is of the essence as stated in Paragraph 4.01 above and that Town will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Town FIVE THOUSAND ($500.00) for each calendar day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Town FIVE THOUSAND ($500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

3. In addition, Contractor shall pay for all cost with respect to additional construction observation services by a private firm to confirm all work is performed as per the plans and specifications.

ARTICLE 5 – CONTRACT PRICE

5.01 Town shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract. the Total Bid Amount is:

_____Dollars
(words)

And _____cents $_____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based upon percentage of completion as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town. The payment application shall include Application and Certificate for Payment AIA Document G702 with supporting documentation and certified payroll documents.

6.02 *Progress Payments; Retainage*

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retainage) of each payment request; and

B. Upon Substantial Completion, Town shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Town, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance, the Town shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Town to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The Contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents, and any design plans and specifications prepared for this project. The Contract Documents can only be modified or supplemented via mutual agreement between the Town, contractor and engineer.

ARICLE 10 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

ARTICLE 11 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

ARTICLE 12 - INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit
All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies.

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated.

Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

ARTICLE 13 - PREVAILING WAGES

(a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.

(b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:

(c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

(d) This project PRC # is 2025010457 – Water Tanks Repairs. Hard copies of the prevailing wage rates can be obtained at https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1594795 or copy and paste into your browser.

ARTICLE 14 - SALES AND USE TAXES

The Town is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 15 - INDEMNIFICATION

The successful Bidder 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 attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 16 - REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and

consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

ARTICLE 17 - DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
(b) Payment will be made upon the submission of a completed payment request and supporting documentation.
(c) The Town of Rotterdam is not subject to federal, state, or local taxes.
(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).
(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public Town and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 18 - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

ARTICLE 19 - SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town, specifications, or specified herein.

ARTICLE 20 - SUBCONTRACTORS
Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

ARTICLE 21 - ETHICS
The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

ARTICLE 22 - CLAIMS AGAINST THE TOWN
The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 23 - LAWS AND ORDINANCES
On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

ARTICLE 24 - PROTECTION OF EXISTING STRUCTURES
When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 25 - HEALTH AND SAFETY REQUIREMENTS
(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of

Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:

(1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
(2) Accident Reporting per 29 CFR 1926 Subpart C
(3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
(4) Fall Protection per 29 CFR 1926 Subpart M
(5) Working Over Water per 29 CFR 1926 Subpart O
(6) Electrical Safety per 29 CFR 1926 Subpart K
(7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
(8) Hazardous Materials per 29 CFR 1926 Subpart Z
(9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
(10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
(11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
(12) Drilling and blasting per 29 CFR 1926, Subpart U
(13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 26 – SITE CONTROL

The Contractors shall maintain security of the site with barriers and/or temporary fencing and signage at each site. All debris must be covered including during stoppages or delays. This section shall be superseded by technical requirements set in law but otherwise shall have full force.

ARTICLE 27 - WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

ARTICLE 28 - TECHNICAL SPECIFICATIONS AND PLANS – To be provided by the contractor

ARTICLE 29 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will take every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost

any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 30 – STORMWATER MANAGEMENT PROGRAM

Bidder understands that the Town of Rotterdam is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems. Bidder also agrees to implement any corrective actions identified by the Town or a representative pursuant to the above regulations and further understands that any non-compliance by the Town will not diminish, eliminate, or lessen Bidder's own liability.

ARTICLE 31 - HIGHWAY WORK PERMIT – Not applicable

ARTICLE 32 - INSPECTION

(a) During the progress of the work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Town every reasonable, safe and proper facility for inspecting all work done or being done at the site.
(b) Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a reasonably clean and neat condition. Payment will not be made of any item until the work is completed to the satisfaction of the Inspector and/or Town officials.
(c) In addition, NYSDOT will provide an on-site inspector for the duration of the work. Since Curry Road is a state highway, all materials and workmanship must be accepted by NYSDOT.

ARTICLE 33 – SUBMITTALS

Prior to start of construction, the contractor shall submit for review and approval engineering plans and specifications showing the proposed construction of all items stated herein. Once approved, the contractor shall submit shop drawings and materials certifications indicating compliance with the approved plans and specifications.

ARTICLE 34 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and_____

_____

_____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation, if principal is a co-partnership, each partner should sign individually under the firm name)

Principal_____L.S.

_____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a corporation)

_____L.S.

_____L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

_____

Notary Public,_____County

Commission of Deeds_____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20___, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he
_____ thereupon _____ acknowledged to

me that he executed the same as and for the act and deed of said firm.

_____

Notary Public, _____ County

Commissioner of Deeds_____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE
STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this_____ day of_____, 20___, before me the

subscriber personally came_____, to me

known, who being by me duly sworn did depose and say that he

resides in the City/Town of_____; that he is the _____ of

the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____
Notary Public, _____ County

Commissioner of Deeds_____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____Supervisor

IN WITNESS WHEREOF, Town and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

TOWN:	CONTRACTOR:
Town of Rotterdam	_____
By: _____	By:_____
Title:_____	Title:_____ *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest:_____
Title: _____	Title:_____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____

License No.: _____
(where applicable)

(If Town is a corporation, attach evidence of authority to sign. If Town is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

RESOLUTION NO. 285.25

TO ACCEPT AND AWARD BID FOR RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (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:

RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Run of Bank Gravel Installation in basement of demolished building located at 369 Duanesburg Road, to W. M. Larned & Sons, Inc., located at 544 Burdeck Street, Schenectady NY, 12306, at the mutual consent of both the Town and W. M. Larned & Sons, Inc, in the amount not to exceed, $26.50 cost per cy, total lump sum of thirty one thousand eight hundred and 00/100 ($31,800.00) dollars.

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

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 4, 2025

TO: Supervisor Collins and Town Board

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

TITLE OF REQUEST: Run of Bank Gravel Installation in Basement of Demolished Building located at 369 Duanesburg Road

TOWN BOARD MEETING: September 10, 2025

Background Information: The Town purchased the property for the future location of Police Station and Courthouse. The building's hazardous waste materials have been removed, and it is scheduled for demolition. The Run of Bank Gravel will be temporarily installed in the basement area until the new building is ready for construction. The Run of Bank Gravel can also be re-used for fill material as part of the new building construction.

Evaluation/Analysis: An evaluation was conducted to determine which company is the lowest responsible bidder. The bids and amounts are as follows:

- Carver Construction, Inc. - $64,800.00
- BP Excavation, LLC. - $45,600.00
- Tughill Excavation - $47,700.00
- W. M. Larned & Sons, Inc. - $31,800.00

The bids were evaluated, and W. M. Larned & Sons, Inc. was determined to be the lowest responsible bidder.

Recommendation(s): I recommend that the Town award the project to W. M. Larned & Sons, Inc for the total unit bid price of $31,800.00. The final cost will be based upon the actual quantities of Run of bank Gravel installed and may differ from the above total unit bid price.

Attachment/Document(s): Attached are each company's bid and summary of bids.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

William M. Larned & Sons Inc.

Town of Rotterdam

Request for Bids (RFB)

Prev Rail

Run of Bank Gravel Installation
In Basement of Demolished Building
Located at
369 Duanesburg Road
Rotterdam, N.Y.

RFB 25-04

Bid Due Date:

September 3, 2025

@ 11:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the *Run of Bank Gravel Installation In Basement of Demolished Building Located at 369 Duanesburg Road Rotterdam, N.Y.* will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until **11:00 AM local time on Wednesday, September 3, 2025**, at which time and place they will be publicly opened and read aloud.

The work shall include supplying and installing run of bank gravel in the basement of a building that has been or will be demolished.

Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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 documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

Each Bid must be submitted on the provided Bid Form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. The bid shall be for the year 2025 construction season. There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions should contact Jim Keith at (518) 355-7575, ext. 340 or via email at jkeith@rotterdamny.org.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work, and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract. The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Prevailing wage rates shall apply.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 AM local time on Wednesday, September 3, 2025,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board, will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, up to the completion of the project.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be based on delivery prepaid to destination, which shall be the project area.

10. Delivery (if applicable): Time is of the essence. Materials are required as soon as possible, and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any difference which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on actual quantities installed on the items provided in the bid form.

14. Failure to adequately and fully complete the bid packet and/or questions contained herein shall be disqualified and the bid shall be rejected.

15. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose.

16. Bids provided shall remain in effect until completion of project.

17. Modification and Withdrawal of Bids:

    a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

    b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material

and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

18. General Provisions of Laws Covering Workers on Public Works Contract:
    The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

19. Bid Security: Not needed to be submitted with the bid.

20. Bid Bond: Not needed to be submitted with the bid.

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: William M. Larned & Sons

Signed by: Antonio Larned Title: President

Signature: [signature] Date: 9/2/25

Email: alarned@wmlarned.com

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

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

The foregoing is a true and correct copy of the resolution adopted by William M. Larned & Sons Inc corporation at a meeting of its board of directors held on the 2 day of January, 2025

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Contractor/Company:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being

transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment,

including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the

department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime, contact the Rotterdam Police Department.

BID FORM

(a) The Bid Form is provided herein.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).
(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.
(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without

the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Run of Bank Gravel Installation in Basement of Demolished Building

SUBMITTED BY:

William M Larned & Sons Inc
544 Burdeck Street
Schenectady, NY 12306

BID RECIPIENT

This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

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

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
N/A	

B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

C. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

D. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

E. Bidder is aware of the general nature of work to be performed for the Town.

F. Bidder has given the Town written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by the Town is acceptable to Bidder.

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work.

BIDDER'S CERTIFICATION

Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed

individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and
open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BASIS OF BID

Bidder will provide all labor, materials, equipment needed to complete the work in accordance with the Contract Documents for the following price of the item:

CONTRACT BID ITEM

1. 1200 CY of Run of Bank Gravel Cost/CY $ 26.50 per CY

TOTAL LUMP SUM BID PRICE $ 31,800.00

The basement depth is approximately 8 feet. The above quantity is estimated. Payment will be based upon the actual volume of Run of bank Gravel is installed.

The cost will include supplying, delivering and installation of run of bank gravel material in the basement area of the demolished building.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

No Addendums

By signing and dating below, the contractor understands and accepts all terms and conditions.

SUBMITTED on September 2, 2025.

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

Signature Antonio Larned

William M. Larned & Sons, Inc.
Name of Company or Corporation

544 Burdeck Street
Address

Schenectady NY 12306
City *State* *Zip*

glarned@wmlarned.com
Email

518-374-6961
Phone No.

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

CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. The Town may conduct investigations as deemed necessary to determine the lowest responsible bidder.

NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

AGREEMENT

THIS AGREEMENT dated September 2, 2025 is by and between the Town of Rotterdam ("Town") and

William M. Larned & Sons, Inc. ("Contractor")

Town and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 The work shall include providing all labor, materials and equipment, and other means necessary to install run of bank gravel in the basement of a demolished building.

ARTICLE 2 – ENGINEER

2.01 The Town may retain an engineer to act as Town's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the completion of the Work.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion shall be agreed upon between the Town and the Contractor.

3.02 *Contract Times: Days*

A. The Work will be completed within thirty (30) calendar days from the award date.

3.03 *Liquidated Damages*

A. Contractor and Town recognize that time is of the essence as stated in Paragraph 3.01 above and that Town will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times agreed upon in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Town FIVE HUNRED ($500.00) for each calendar day that expires after the time specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Town FIVE HUNRED ($500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

3.

ARTICLE 4 – CONTRACT PRICE

4.01 Town shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Total of Lump Sum Amount is:

Thirty One Thousand Eight Hundred Dollars
(words)

And Zero cents $ 31,800.00
(words) (figures)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based upon percentage of completion as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town. The payment application shall include Application and Certificate for Payment AIA Document G702 with supporting documentation and certified payroll documents.

5.02 *Progress Payments; Retainage*

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retained) of each payment request; and

B. Upon Substantial Completion, Town shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Town, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

A. Upon final completion and acceptance, the Town shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 6 – INTEREST is not used or allowed.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Town to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The Contractor has given the Town written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND – Not needed

ARTICLE 9 – CONTRACT DOCUMENTS – Not applicable

The Contract Documents include all language stated in the bid documents and supplementary documentation provided by the contractor (performance bond, payment bond, insurance, etc.), design plans and specifications. The Contract Documents can only be modified or supplemented via mutual agreement between the owner, contractor and engineer.

ARICLE 10 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until December 31, 2026. Hourly rates shall remain per the bid.

ARTICLE 11 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

ARTICLE 12 - INSURANCE

Successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each insurance policy required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies.

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

ARTICLE 13 - PREVAILING WAGES

(a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.

(b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:

(c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a

transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

ARTICLE 14 - SALES AND USE TAXES

The Town is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 15 - INDEMNIFICATION

The successful Bidder 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 attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 16 - REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

ARTICLE 17 - DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public Town and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 18 - SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings,

test results made by independent testing facilities and any other information as may be required by the Town, specifications, or specified herein.

ARTICLE 19 - SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

ARTICLE 20 - ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

ARTICLE 21 - CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 22 - LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

ARTICLE 23 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 24 - HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
(1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
(2) Accident Reporting per 29 CFR 1926 Subpart C
(3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
(4) Fall Protection per 29 CFR 1926 Subpart M
(5) Working Over Water per 29 CFR 1926 Subpart O
(6) Electrical Safety per 29 CFR 1926 Subpart K
(7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
(8) Hazardous Materials per 29 CFR 1926 Subpart Z
(9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
(10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
(11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
(12) Drilling and blasting per 29 CFR 1926, Subpart U
(13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 25 - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

ARTICLE 26 - WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the

work was commenced.

ARTICLE 27 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will take every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 28 - INSPECTION

(a) During the progress of the work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Town every reasonable, safe and proper facility for inspecting all work done or being done at the site.

(b) Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a reasonably clean and neat condition. Payment will not be made of any item until the work is completed to the satisfaction of the Inspector and/or Town officials.

ARTICLE 29 – TECHNICAL SPECIFICATIONS FOR RUN OF BANK GRAVEL

The material shall have the following gradation:

Sieve Size	Percent Passing by Weight
4 inch	100
No. 40	0 to 70
No. 200	0 to 15

The grading percentages specified above shall apply to the material after it has been delivered to the construction site as well as when tested at the pit or other source of supply.

The materials shall be substantially free of shale or other soft, poor durability particles as well as vegetable matter and other deleterious substances.

The contractor shall provide material certificate of compliance to the Town.

Construction Method:
The contractor shall spread the material uniformly in the basement area. Once the entire area is filled, compact the surface so that it is uniform and level.

END OF SECTION

BIDS FOR RUN OF BANK GRAVEL INSTALLATION ON BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

BID FOR: Run of Bank Gravel Installation in Basement of Demolished Building Located at 369 Duanesburg Road
DATE OF TB MTG. & RESOLUTION #: 8/13/2025 Res #276.25
DATE BID PACKETS BECOME AVAILABLE: 8/15/2025

DATE PUBLISHED IN NEWSPAPER: 8/15/2025
DATE & TIME BIDS TO BE OPENED: 9/3/2025 @11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	9/2/2025 @1:56PM	GB	William M. Larned & sons Inc. alarned@wmlarned.com	544 Burdeck Street Rotterdam, NY 12306	Tony Larned	(518) 374-6961		$31,800.00	$26.50 C/Y
2	9/3/2025 @10:37am	KC	BP Excavation LLC smccarthy@bpexcavation.net	708 Bronner Road Little Falls, NY 13365	Cody Petras	(315) 717-8041		$45,600.00	$38.00 C/Y
3	9/3/2023 @10:39am	KC	Carver Construction, Inc. tzukas@carvercompanies.com	26 Corporate Circle Albany, NY 12203	Tim Zukas	(518) 728-8283		$64,800.00	$39.75 C/Y
4	Bidnet	DM	Tughill Excavation tughillexcavating@outlook.com	4052 MudLake Rd West Leyden, NY 13489	Amanda Marmon	(315) 334-3023		$47,700.00	$39.75 C/Y
5	**RECEIVED at 11:20Am FEDERAL EXPRESS**	DM	**HF Contruction Ent. LLC**	**799 Ave Z Apt B Brooklyn, NY 11235**		**(914) 770-0176**		**INVALID BID**	**INVALID BID RECEIVED FROM FEDERAL EXPRESS at 11:20 am**

RESOLUTION NO. 286.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2025; TO REPEAL CHAPTER 247 STREETS AND SIDEWALKS SECTIONS §247-4 THROUGH §247-14 AND ADOPT THE NEW CHAPTER 247 SECTIONS §247-4 THROUGH §247-14 OF THE CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS The Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through 247-14 is outdated with respect to current sidewalks specifications and design; now

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications..

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

DATED: September 10, 2025
Daily Gazette: Please publish once on September 12, 2025
Town Clerk
Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	September 4, 2025
TO:	Town Board
FROM:	Fred Mastroianni, P.E., Town Consultant Engineer
TITLE OF REQUEST:	Repeal and adopt new Town of Rotterdam Code – Chapter 247 Streets and Sidewalks, Sections 247-4 through 247-14
TOWN BOARD MEETING:	September 10, 2025
Background Information:	The Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through 247-14 is outdated with respect to current sidewalks specifications and design.
Evaluation/Analysis:	The attached changes follow current practices, standards and specifications.
Recommendation(s):	I recommend that the proposed changes be considered by the Town Board and prior to any action, a public hearing be conducted to obtain public input of the proposed changes.
Attachment/Document(s):	Attached are proposed changes to Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through sections 247-14.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Modifies existing town code.
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Changes to Chapter 247 Streets and Sidewalks, from sections 247-4 of Article 1, 247-5 through 247-12 of Article II and 247-13 through 247-14 of Article III

Article I Use

§ 247-4 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed $1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

Article II Construction of New and Replacement of Existing Sidewalks

§ 247-5 Permit required in the public right of way.

A. A permit to construct new or replace existing sidewalks shall be issued by the Town of Rotterdam Code Enforcement Officer/Building Inspector. No individual, company, organization and/or its agents shall be permitted to construct or replace sidewalks on the Town's right of way without first securing a permit and complying with the current conditions and specifications. For sidewalks on County and State right of way, a permit may be needed from them and comply with their conditions and specifications.

B. A permit, when issued by the Town, shall be valid for up to 180 calendar days. The permitted time period can be extended only if approved by the Code Enforcement Officer/Building Inspector. The permit may be revoked for cause and/or failure to comply with current design and specifications. Revocation of the permit shall be issued in writing. If the permit is revoked, it shall be unlawful for the person holding said permit, the owner of premises and/or his agents and employees to continue with the construction of the sidewalks.

C. The Code Enforcement Officer/Building Inspector shall be notified by the owner or contractor prior to commencement and provide a schedule for the work. The Code Enforcement Officer/Building Inspector or a Town

representative shall inspect the work as necessary during construction. Disputes such as grades, thickness of concrete, workmanship and proper construction of sidewalks shall be decided by the Code Enforcement Officer/Building Inspector or other authorized Town representatives. The decision as to the quality of work and meeting the requirements of approved plans and specifications shall be final unless the party aggrieved shall, within ten (10) calendar days after the decision, apply to the Town Board to review the same. No new construction or replacement of sidewalks shall be carried out after revocation of permit or pending the decision of the Town Board. The decision of the Town Board shall be final. Violations of this article shall be prosecuted by the Code Enforcement Officer/Building Inspector.

§ 247-6 Applicability.

A. Consistent with the Town's Complete Streets Policy and the Americans with Disabilities Act (ADA) Evaluation and Transition Plan, the Town recognizes the need to encourage and facilitate the development of a safe system of sidewalks for pedestrian travel and recreational use, which will enhance the health and safety of residents, business owners, and visitors. It is the Town's desire to encourage new construction or replacement of sidewalks along major and minor arterials, collector streets, and residential neighborhoods as part of the development or redevelopment of new projects

B. During the project initial development phase, the Town's Complete Streets Policy that includes the checklist shall be referenced and adhered to the possible extent by the developer, engineer, Town Planning Commission and Town Board as part of the development or redevelopment of new projects.

C. As part of the review of subdivision and site plan application projects, the Planning Commission is authorized to consider the need to construct new sidewalks or replace deteriorated sidewalks and other pedestrian accommodations on the site as well as along the street frontage(s). Connections to building entry points or other focal points of the project should be included to provide accessible and connecting pedestrian routes. The cost of sidewalk construction shall be at the project

developer's expense. In addition, the developer may be required by the Planning Commission to fund the services of a Town Designated Engineer (TDE) to oversee the construction of the project for compliance with the approved plans and specifications. The TDE will have the same authority as a Town representative to approve the work or disapprove if not in compliance with the approved plans and specifications.

D. The Town Board may authorize the construction or replacement of sidewalks along any public street as part of a Town sponsored project, with the cost of design and construction to be funded by the Town, unless other funding sources are obtained for the project. The Town may submit project applications for funding a portion or all the cost prior to committing Town resources.

E. The Schenectady County Department of Engineering and Public Works and the New York State Department of Transportation may construct or replace sidewalks along county and state highways, respectively in the Town, and are exempt from the permitting requirements stated in Section 247-5.

F. Individuals, multiple landowners, and business owners may propose constructing or replacing sidewalks along public streets, provided the Town Board or Planning Commission approves the plans and specifications. The cost of sidewalk construction and any inspection services in this instance is to be funded by individuals, landowners, or business owners. Consideration may also be given by the Planning Commission as part of the review and approval process of a project to the establishment of a sidewalk district that would fund for future maintenance and replacement of the sidewalks.

§ 247-7 Materials and Design.

A. The sidewalk surface must be firm, stable and slip resistant. The preferred sidewalk material is Portland Cement and meet the requirements of Section 608 in the Construction and Materials, New York State Department of Transportation, latest edition, and as amended by the Town specifications. Where sidewalks are located adjacent to a street, the overall width shall be a minimum of five (5) feet, measured from edge to

edge. The Planning Commission may require a minimum of six (6) feet or more overall width in commercial areas. If sidewalks are placed adjacent to curbing or asphalt wing gutter, the width of the curb and wing gutter is not included as part of the sidewalk width. If due to physical constraints, five (5) feet wide sidewalks in residential areas or six (6) feet wide in commercial areas cannot be provided, a minimum of four (4) feet is allowed, except that five (5) feet wide by five (5) feet long passage area is provided at a maximum distance of every 200 feet. The Town will only approve the reduced width in unusual circumstances such as due to physical or right of way constraints, where there is no other option to provide adequate pedestrian access and mobility.

B. The concrete sidewalks' thickness shall be a minimum of four (4) inches, except at driveways where the thickness shall be a minimum of six (6) inches. The minimum compressive strength of concrete shall be 3,500 psi at the end of 28 calendar days. All concrete exposed to freeze-thaw cycles shall contain air entrainment between the range of 5% to 7% in accordance with applicable sections of ACI and ASTM specifications. The contractor is to perform field and laboratory testing of the concrete as required by the code enforcement officer and provide the results to the Town prior to acceptance. Welded wire mesh shall be installed at the mid-point of the sidewalk thickness for additional strength. The mesh shall be six (6) inches by six (6) inches – W2.9 x W2.9 unless otherwise approved by the Town. The sidewalks shall include expansion joints and tooled edges, and the surface shall have a broom finish at right angles to the run of sidewalks. Gravel subbase shall be provided under the sidewalks at a minimum thickness of six (6) inches.

C. Sidewalks shall not have vertical discontinuities. Where new sidewalks are constructed adjacent to an existing sidewalk and vertical discontinuities is present of up to ½ inches, the existing sidewalk to be beveled with a maximum grade of 50 percent. Anything larger than ½ inch, the existing adjacent sidewalk must be removed and replaced such that there are no vertical discontinuities.

D. Sidewalks located along the streets are preferred to be offset from the curb, wing gutter or pavement edge (where curb and wing gutter is not provided) five (5) feet, measured from the back side of curbing, wing

gutter or pavement to the front edge of sidewalk. If five (5) feet is not available due to physical and right of way constraints, a minimum of three (3) feet offset shall be provided. A landscaped treatment shall be provided between the curb, wing gutter or pavement and the front edge of sidewalk. Hard surface and other impervious materials between the curb, wing gutter or pavement and the front edge of sidewalk shall only be allowed in commercial areas and if approved by the Planning Commission. The hard surface may include brick, stone, decorative stamped concrete, asphalt, or other similar aesthetic materials as approved by the Planning Commission. For unusual circumstances where an offset cannot be provided, the Planning Commission may wave this requirement.

E. Asphalt surface will only be allowed on a very limited basis such as constructing a multi-use path to accommodate both pedestrians and bicyclists and approved by the Planning Commission. The design and cross section of multi-use paths shall meet the applicable design criteria and standards that include compliance with ADA design guidelines. The asphalt thickness shall be a minimum of four (4) inches along with eight (8) inches of subbase material.

F. Design and Construction of sidewalks shall be consistent with the Town's latest American with Disabilities Act (ADA) Evaluation and Transition Plan dated February 2025, and latest Complete Streets Policy, along with any future revisions to those documents. All requirements shall be followed unless otherwise approved by the Town Planning Commission or Town Board.

G. At all pedestrian crossings, ADA accessible ramps shall be provided along with cast iron detectable warning units. Appropriate traffic control signs and high visibility crossing surfaces must be provided as per the latest version of the Manual of Uniform Traffic Control Devices and New York State Supplemental requirements.

H. Sidewalks must be accessible to all and located within the right of way when placed along a public street. If adequate right of way is not available, then land must be dedicated to the Town so that the sidewalk can be accessed by the public. The land will need to be dedicated to the

Town in the form of transfer of landownership or via a permanent easement as determined by the Planning Commission.

I. The construction of sidewalks shall be performed in good and workmanlike manner, and no deviation from the plans and specifications will be permitted without prior approval from the Town. At the completion of the work, the Town will perform a final inspection, and if any corrections are identified, they will need to be made prior to acceptance.

J. Sidewalks typically follow the grades of the street. However, the sidewalk longitudinal grade should not exceed 5%. In addition, the vertical changes between sidewalk panels shall not be more than what is allowable for compliance with ADA requirements. The cross slope shall typically be 1.5% and not exceed 2%, except at roadway crossings, where the cross slope shall typically follow the street cross section.

K. Where sidewalks cross driveways, the recommended design is for the driveway profile to be modified to match with the sidewalk location and elevation. If due to unusual circumstances where that is not possible, the sidewalk can be sloped to accommodate the driveway profile but shall not exceed 5% running slope. The sidewalk material shall continue running across all driveways.

§ 247-8 Curb Ramps.

A. The minimum width for sidewalk curb ramps is five (5) feet. The running slope shall be no greater than 5% and the maximum traversable slope in the direction of pedestrian travel shall not exceed 8.33%. A level landing pad at street intersections shall be provided.

B. Grates, access covers, and similar surfaces should not be located within the pedestrian access route, curb ramps and landing pads. Where this cannot be avoided, the long dimensions of the grates must be oriented perpendicular to the most frequent direction of travel.

Single diagonal curb ramps serving two (2) street crossing directions should be avoided and only considered where there are no other practical alternatives. Each crossing should typically include two (2) separate curb ramps.

§ 247-9 Detectable Warnings.

The detectable warning units shall be provided at all crossings and comply with NYSDOT Standard Specifications. The material shall be made of cast iron and colored surface shall be red – federal standard number 31350, unless otherwise approved by the Town. The warnings shall be installed on a concrete surface.

§ 247-10 General provisions.

Sidewalks shall be accessible to all users and meet or exceed the minimum requirements for design and construction as stated in other sections and as per ADA requirements. If full compliance is not possible due to physical and right of way constraints, accessibility must be provided to the maximum possible extent, and any non-compliance must be approved by the Town. The following shall be considered for all projects where pedestrian traffic is anticipated or expected:

A. Minimize where practicable pedestrian crossing distances at street intersections.

B. Provide pedestrian refuge islands where practicable at mid-block street crossings.

C. Provide pedestrian scale lighting to improve night-time visibility and overall safety.

D. At signalized intersections, provide accessible and safe pedestrian crossing features as per NYSDOT design standards and guidelines.

E. As part of a development project, any nearby deteriorated or non-accessible sidewalks exist, they should be replaced at a minimum on the developed side, and preferably both sides of the street.

F. For residential development projects, new sidewalks should be provided along both sides of the street unless otherwise approved by the Planning Commission. For commercial development, the Town may require new sidewalks on one or both sides of the street to accommodate pedestrian travel.

G. Where trees, buildings and other objects overhang the sidewalk, a minimum vertical clearance of six (6) feet - six (6) inches shall be provided. Any obstructions below the minimum vertical clearance shall be removed.

H. Adequate sight distance is to be provided at all locations, including pedestrian crossings. If that is not possible due to physical constraints, advisory signs, traffic calming measures or other devices may be required by the Planning Commission.

I. No concrete shall be mixed or prepared on the street surface or curbing and such mixing or preparing concrete on the street surface or curbing is hereby declared a violation of this article.

§ 247-11 Landscaping, Lighting and other amenities.

Enhancing the streetscape should be considered for all projects. This includes adding street trees, bushes, plantings, porous pavement, vegetated retention areas to treat stormwater, benches, and other amenities such as pedestrian scale lighting. However, landscaping, textured pavement, gateway treatments, lighting and other amenities are not to impede walkways, ADA access and sight lines.

§ 247-12 Design Approval.

All sidewalk projects shall be approved by the Planning Commission or Town Board during site plan or subdivision review and prior to the start of construction. If there are any sidewalks that do not comply with town standards, the design engineer shall provide written justification for review and approval.

Article III Maintenance and Snow Removal

§ 247-13 Maintenance.

A. No person shall plow, shovel or otherwise place snow or ice on municipal property. For purposes of this section, municipal property shall include all parcels of property owned by any municipality. Municipal property shall also include all municipal rights-of-way, including all sidewalks thereon.

B. All sidewalk surfaces located on private property shall be maintained in a safe and passable condition. Sidewalks shall be regularly cleared of snow and ice by the property owner.

C. For sidewalks located along County and State highways, the Town may be responsible for the maintenance as per any maintenance agreements. If no maintenance agreements are in place, the adjacent property owner shall be responsible for maintenance, including snow removal.

D. For sidewalks located along town roads and streets, the adjacent property owner shall be responsible for maintenance, including snow removal.

E. Notice of failure to remove snow, ice or other obstructions - Written notice of violations of the provisions stated in this section shall be served by the Code Enforcement Officer/Building Inspector, describing the violation and requiring the forthwith removal of the conditions constituting the violation by the owner and/or developer. In the event such premises are untenanted or vacant, or if tenanted or unoccupied, and the tenant, occupant or other adult person cannot with due diligence be found on the premises, or in the event notice of violation is served and the violation is not forthwith remedied, the Town is hereby authorized to cause the same to be done at the expense of the Town, and any and all such expenses may be assessed as a lien against the subject property of the owner and enforced in accordance with the procedure prescribed in Article 3 of the Lien Law for the enforcement of mechanics' liens on real property.

§ 247-14 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed $1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

RESOLUTION NO. 287.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2025; TO AMEND CHAPTER 266, "VEHICLES AND TRAFFIC", SECTION 52, ENTITLED "SCHEDULE XII: NO PARKING AT ANY TIME" AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, Local Law No. 4 of 2021 was enacted on June 23, 2021, to add No Parking signs along several streets near the Pop Warner Football field; and

WHEREAS, Pop Warner Football now has a parking area, and games are only held on Saturdays and Sundays from September 1 through November 30 which has reduced the need for spectators to park on the side streets during the week and off months; NOW

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

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" and schedule a public hearing.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

> To recognizes the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" by amending the signage to state "No Parking on Saturdays and Sundays from September 1 through November 30".

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

DATED: September 10, 2025
Daily Gazette: Please publish once on September 12, 2025
Town Clerk
Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 4, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Call for Public Hearing to Amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking at Any Time"

TOWN BOARD MEETING: September 10, 2025

Background Information: The Pop Warner football league uses a field off of Fern Avenue. When their parking area was sold it forced spectators to park on the street which hindered neighborhood traffic.

Evaluation/Analysis: Recently a parking area was designated on their property which will reduce the need for spectators parking on the street. Pop Warner football games are only held on Saturdays and Sundays from September 1 through November 30. Signs on Fern Ave should have the No Parking Signs changed to No Parking on Saturdays and Sundays from September 1 through November 30.

Recommendation(s): Call for a Public Hearing to Amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking at Any Time:

Attachment/Document(s): Resolution 185.21

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Local Law No. 4 of 2021

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Proposed amendment to Local Law No. 4 of 2021:

All "No Parking At Any Time" signs shall now state: "No Parking on Saturdays and Sundays from September 1 through November 30" on the following streets:

Bernard Street in both directions from Vinewood Avenue to Palma Avenue; and

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty Five Feet to Aster Street*
Fern Avenue	West	Thirty Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty Five Feet to Fern Avenue*

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

July 1, 2021

Diane M Marco
Town of Rotterdam Clerk
John F Kirvin Government Center
1100 Sunrise Blvd
Rotterdam NY 12306

RE: Town of Rotterdam, Local Law 4 2021, filed on June 28 2021

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

RECEIVED
JUL 13 2021
Town of Rotterdam
TOWN CLERK'S OFFICE

NEW YORK STATE OF OPPORTUNITY. Department of State

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

Local Law Filing

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

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

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

of ROTTERDAM

Local Law No. 4 **of the year 2021**

A local law To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" to include the following modifications: Aster Street North Side Fern Avenue to Evergreen Avenue; Aster Street South Side Thirty Feet to Lawn Avenue Fern Avenue East Side Lilac Street to Tulip Street; Fern Avenue West Side
(Insert Title)

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

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

of ROTTERDAM **as follows:**

(Con't) Thirty Feet to Remsen Street; Fern Avenue West Side Thirty-Five Feet to Aster Street*; Fern Avenue West Side Thirty-Five Feet to Tulip Street*; Lilac Street North Side Fern Avenue to Lawn Avenue; Lilac Street South Side Thirty Feet to Lawn Avenue; Remsen Street North Side Palma Avenue to Paul Avenue; Remsen Street South Side Thirty-Five Feet to Fern Avenue*

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Senior Center, 2639 Hamburg Street Rotterdam, New York on Wednesday, June 23, 2021 at 5:30 p.m., the following resolution was made:

RESOLUTION NO. 185.21

ADOPT LOCAL LAW NO. 4 OF 2021

WHEREAS, a public hearing was called for by the Town Board of the Town of Rotterdam on June 9, 2021; and

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam held a public hearing on the 23rd day of June 2021 at the Rotterdam Senior Center, 2639 Hamburg Street, Rotterdam, New York, at 5:30 p.m. and via electronic means pursuant to the COVID executive orders related to the ongoing pandemic; and

WHEREAS, said public hearing was conducted on June 23, 2021, at the Town of Rotterdam Senior Center, 2639 Hamburg Street, Rotterdam, New York, upon adoption of a Proposed Local Law of the Year 2021, for the following purpose:

To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" to include the following modifications:

Bernard Street in both directions from Vinewood Avenue to Palma Avenue; and

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty-Five Feet to Aster Street*
Fern Avenue	West	Thirty-Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty-Five Feet to Fern Avenue*

WHEREAS, all persons were duly heard both in the affirmative and negative thereon; NOW

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember GUIDARELLI,

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ROTTERDAM .

LOCAL LAW NO. FOUR (4) OF THE YEAR 2021

SECTION 1. Proposed Local Law of the Year 2021 of the Town of Rotterdam to amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" to include the following modifications:

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty-Five Feet to Aster Street*
Fern Avenue	West	Thirty-Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty-Five Feet to Fern Avenue*

SECTION 2. Local Law No. Four (4) of 2021 of the Town of Rotterdam shall be adopted, and the Town Clerk is hereby directed to file such local law in the Office of the New York State Department of State in compliance with all applicable legal requirements.

SECTION 3. This local law shall take effect upon filing with the Secretary of State of the State of New York, as required by Section 27 of the Municipal Home Rule Law.

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

DATED: June 23, 2021

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

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 June 23, 2021 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 25, 2021.

TOWN OF ROTTERDAM Office of The Town Clerk Schenectady, County NY 06/23/2021

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 288.25

RESOLUTION DESIGNATING THE TOWN OF ROTTERDAM AS LEAD AGENCY PURSUANT TO PART 617 OF THE STATE OF NEW YORK ENVIRONMENTAL QUALITY REVIEW ACT WITH RESPECT TO THE CONSOLIDATION OF SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1 AND SEWER DISTRICT #7, EXT. #2

WHEREAS, an engineering report has been prepared in such manner and in such detail as is required by Article 17-A, Title 2 of the General Municipal Law of the State of New York, relating to the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 in the Town of Rotterdam, County of Schenectady and State of New York; and

WHEREAS, in connection with the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 the Town of Rotterdam will need to review the environmental impact, if any, associated with the creation of the water district extension.

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 be designated as lead agency with respect to the environmental review associated with the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 pursuant to Part 617 of the State Environmental Quality Review Act; and it is further

SECTION 2. The Town Supervisor be authorized to sign any and all documents associated with the environmental review of the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 pursuant to Part 617 of the State Environmental Quality Review Act.

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY**:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ___ day of September, 2025.

_____
Diane Marco, Town Clerk

S E A L:

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:	August 25, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Declare Lead Agency for Sewer District #7 Consolidation
TOWN BOARD MEETING:	July 9, 2025
Background Information:	The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation, and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.
Evaluation/Analysis:	Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.
Recommendation(s):	Town Board should consider declaring lead agency pursuant to NYCRR Part 617 – State Environmental Quality Review.
Attachment/Document(s):	SEQR Environmental Assessment Form
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYCRR Part 617 – State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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

Town of Rotterdam - Sewer District 7

Name of Action or Project:

Sewer District 7 Consolidation

Project Location (describe, and attach a location map):

Sewer District 7, Extension 1, Extension 2

Brief Description of Proposed Action:

Consolidation of Sewer District 7, Sewer District 7 - Extension 1 and Sewer District 7 - Extension 2 in the Town of Rotterdam, Schenectady County, New York. The consolidation of Sewer District 7 and its established extensions would increase administrative efficiencies regarding debt retirement, operation and maintenance, and related intermunicipal fees associated with wastewater management services including the acceptance of wastewater agreement between the City of Schenectady and the Town.

Name of Applicant or Sponsor:	Telephone: 518-355-7575
Town of Rotterdam	E-Mail: mcollins@rotterdamny.org

Address:

1100 Sunrise Blvd, Rotterdam, New York 12306

City/PO:	State:	Zip Code:
Rotterdam	New York	12306

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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):

☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☐
If Yes, explain the purpose and size of the impoundment: _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☐	☐
If Yes, describe: _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☐
If Yes, describe: _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: LaBella Associates Date: 8/21/2025

Signature: _____ Title: P.E., Agent for Applicant

PRINT FORM

Description of Intent (in support of question #2):

The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.

Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.

Agency Use Only [If applicable]

Project:

Date:

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

Agency Use Only [If applicable]

Project:

Date:

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.

The proposed consolidation of Sewer District #7 and its existing extensions is intended to enhance administrative efficiency related to debt retirement, operations and maintenance, and intermunicipal fees for wastewater management services. This is a purely administrative action and is not expected to have any adverse impact on environmental resources within the town.

☐ 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.

Town of Rotterdam	08-22-2025
Name of Lead Agency	Date
Mollie A. Collins	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO. 289.25

ACCEPT ENGINEERING REPORT FOR SEWER DISTRICT NO. 7 CONSOLIDATION AS PREPARED BY LABELLA ASSOCIATES

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 accepts the Engineering Report titled Consolidation Report for Sewer District #7 Consolidation prepared by LaBella Associates, competent engineers, a copy of which is attached hereto, and further authorizes the filing of the aforesaid Engineering Report in the Town Clerk's Office.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY**:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ___ day of September, 2025.

_____

Diane Marco, Town Clerk

S E A L:

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 4, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Resolution to Accept Engineering Report for Sewer District 7 Consolidation as prepared by LaBella Associates
TOWN BOARD MEETING:	September 10, 2025
Background Information:	The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation, and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.
Evaluation/Analysis:	Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.
Recommendation(s):	Town Board should consider acceptance of the Engineering Report for Sewer District 7 Consolidation as prepared by LaBella Associates**.**
Attachment/Document(s):	Engineering Report for Sewer District 7 Consolidation as prepared by LaBella Associates
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Consolidation Engineering Report for: Sewer District 7 Consolidation

Prepared for:
Town of Rotterdam
Schenectady County, New York

Submitted by:
LaBella Associates
4 British American Boulevard
Latham, NY 12110
(518) 273-0055

LaBella
Powered by partnership.

Sewer District #7 Consolidation

Rotterdam, Schenectady County, New York

DATE: MAY 17, 2023 (DRAFT)
MARCH 20, 2025 (SECOND DRAFT)
MAY 23, 2025 (THIRD DRAFT)
SEPTEMBER 10, 2025 (FINAL)
PROJECT NO. 2230312

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Appendix B: Proposed Consolidated Sewer District Map and Description

Appendix C: EDU Assignment

Appendix D: Consolidated Sewer District Infrastructure Maps

Appendix E: City of Schenectady Intermunicipal Agreement and City Water and Sewer Rates

Appendix F: SEQR Documentation

1.0 BACKGROUND AND AUTHORIZATION

The purpose of this Consolidation Engineering Report is to present data and information relative to the proposed consolidation of Sewer District #7 and its established extensions, including Extension #1 and Extension #2 in the Town of Rotterdam (Town), Schenectady County, New York. The consolidation of Sewer District #7 and its established extensions would increase administrative efficiencies regarding debt retirement, operation and maintenance, and related intermunicipal fees associated with wastewater management services including the acceptance of wastewater as described in the agreement between the City of Schenectady (City) and the Town.

In particular, the following established service areas will be consolidated:

Sewer District (SD) #7 referred to as the Hamburg Street Sewer District, as described in the Map, Plan and Report entitled, "Hamburg Street Sewer District", prepared by The Chazen Companies, last revised December 23, 2015 and adopted January 13, 2016.

Sewer District (SD) #7 Extension (Ext) #1 referred to as the Whispering Pines Senior Living Sewer District, as described in the Map, Plan and Report entitled, "Extension No. 1 Hamburg Street Sewer District", prepared by MJ Engineering and Land Surveying, PC, last revised February 4, 2019 and adopted February 27, 2019.

Sewer District (SD) #7 Extension (Ext) #2 referred to as the Carman Road Sewer District, as described in the Map, Plan and Report entitled, "Extension No. 2 Carman Road Sewer District", prepared by The Chazen Companies, last revised/updated July 31, 2019 and adopted July 31, 2019.

It is understood that this effort will be led by the Town and the Town's Council to ensure conformance with the applicable provisions of Article 17-A of the General Municipal Law of the State of New York.

The Town of Rotterdam has authorized LaBella Associates, DPC (LaBella) to prepare a Consolidation Engineering Report for the consolidation of Sewer District #7 and its established extensions, including Extension #1 and Extension #2 in accordance with the General Municipal Law of the State of New York.

The first draft was completed on May 17, 2023. The second draft dated March 20, 2025, includes sequential EDU assignment for SD#7 Extension #1 for consolidation of EDU assignment prior to complete buildout.

2.0 PROPOSED DISTRICT BOUNDARIES AND BENEFITED PROPERTIES

A total of 157 existing parcels will be included in the consolidation of Sewer District #7 and its established extensions. This includes the 127 parcels within Sewer District #7, five (5) parcels within Extension #1 and 25 parcels within Extension #2. Maps of the existing sewer districts are included in **Appendix A**, while the map and description of the proposed consolidated sewer district is included as **Appendix B**. The benefited parcels are listed in **Appendix C**.

With regard to SD#7, Extension #1, the following summary is provided for context:

- In 2019, seven (7) parcels were included in SD #7 Ext. #1.

- In 2020, seven (7) parcels were included in SD #7 Ext. #1.
- In 2021, seven (7) parcels were included in SD #7 Ext. #1.
- In 2022, seven (7) parcels were recognized versus the five (5) parcels via subdivision.
- In 2023, five (5) parcels were included in SD #7 Ext. #1.
- In 2024, five (5) parcels were included in SD #7 Ext. #1.
- In 2025, five (5) parcels are included in SD#7 Ext. #1.

It is noted that SD #7 Ext. #1 parcels in 2025 have potential EDU assignments of 434 EDUs (parcel 1), 0 EDUs (parcel 2), 7 EDUs (parcel 3), 125 EDUs (parcel 4), and 0 EDUs (parcel 5), or 566 EDUs (SD #7 Ext. #1). Parcel EDU assignment would be based upon subdivisions which occur within any given year (including consolidations) and or the issuance of Certificate of Occupancies (CO's). For clarity, 1 EDU would be assigned to vacant parcels as a minimum, 1 EDU for each residential unit upon issuance of a CO, and or 1 EDU for each equivalent flow of 208 GPD for non-residential uses, which should not receive a CO without the installation of an approved water or sewer meter for purpose of measuring usage and related benefit. The EDU assignment will be based upon conditions in effect on October 15th of the prior year, for purpose of assignment.

3.0 PROJECTED WASTEWATER FLOWS

In order to develop sewage generation rates for the consolidated sewer districts, the estimated sewage generation rates were initially combined from Sewer District #7, Extension #1 and Extension #2 as described in the related individual Map, Plan and Report's supporting original district formation. The following summaries are offered to more explicitly define contributing flows for related service areas.

As described in the "Hamburg Street Sewer District" Map, Plan and Report, the projected wastewater flows for Sewer District 7 were estimated based upon water usage rates, correlating water usage to wastewater generation. Since the Town owns and operates the water distribution system serving all developed properties along Hamburg Street, the water usage in this area was known. Town records indicated that water usage of a typical single-family residence (referred to as a Water Unit) in the Town was approximately 75,000 gallons per year (gpy), or approximately 205 gallons per day (gpd). Based upon a review of water usage from the previous year in the Hamburg Street Sewer District, it was estimated that the daily average wastewater flows were approximately 49,000 gpd.

As stated in the "Extension No. 1 Hamburg Street Sewer District" Map, Plan and Report, sewage generation rates for Sewer District #7, Extension #1 were developed using the typical per-unit hydraulic sewage loading rates provided in Table B-3 of the NYSDEC Wastewater Design Standards (2014), taking into account a 20% water use reduction as permitted under Environmental Conservation Law (ECL) §15-0314. This report estimated daily average wastewater flows of 88,772 gpd for Extension #1. Wastewater flows would be realized over time as development occurs and ultimately achieves full buildout.

The projected wastewater flows for Extension #2, as described in the "Extension No. 2 Carman Road Sewer District" Map, Plan and Report were calculated using the water usage of a typical single-family residence. Town records indicated water usage of a typical single-family residence in the Town was approximately

75,000 gpy, or 205 gpd. Based on a review of the water usage in the Extension #2 service area during the previous year, it was estimated that daily average wastewater flows would be approximately 67,240 gpd.

Additionally, the Town of Rotterdam Collection System Capacity Analysis Report, prepared by The Chazen Companies, dated September 3, 2021, calculated average daily flows for Sewer District #7 and it's established extensions. The methodology used to calculate average daily flows was based upon the water usage within the service areas. As previously noted, based on Town records the water usage of a typical single-family residence in the Town was approximately 75,000 gallons per year, or 205 gpd per Equivalent Dwelling Unit (EDU). The EDU formula calculates the number of EDUs per parcel based on the property type and is discussed further in Section 7.0 below. In general, a single family residential parcel gets 1 EDU, a multiple family resident or apartment gets 1 EDU per dwelling unit, and other/non-residential users get 1 EDU per 75,000 gallons of annual water consumption. Based on a review of the number of water units within Sewer District #7, Extension #1 and Extension #2, the average daily flow from each extension is the number of total EDUs multiplied by 205 gpd. It was estimated that the daily average wastewater flows were approximately 48,155 gpd, 116,030 gpd, and 76,363 gpd, respectively.

Based on the updated EDUs calculated for the consolidated Sewer District #7 assuming full buildout, the total projected wastewater flows would be approximately 240,465 (gpd). This was calculated by correlating wastewater generation with water supply demands, using the same 205 gpd estimate for a typical single-family residence water usage as in the previous reports **(1,173 Total EDU's X 205 GPD = 240,465 GPD).**

4.0 EXISTING AND PROPOSED SEWER SYSTEM FACILITIES

As previously described, the proposed sewer district involves the consolidation of existing Sewer District #7 and its extensions. There is a combination of existing and proposed sewer system facilities within the Sewer District #7 Consolidation which are described below.

SD #7 includes existing 12-inch gravity mains that generally serve parcels on Hamburg Street from the Route 7 round-a-bout to Chrisler Avenue. The gravity mains ultimately discharge to the existing 4th Street pump station that discharges wastewater through a 6-inch force main. The 6-inch force main discharges wastewater to the City of Schenectady's collection system at an existing manhole within Hamburg Street approximately 90 feet north of Glengary Road. It is noted that there is a section of low pressure sewer along Old Hamburg Street on the east side of the Hamburg Street Bridge. The low pressure sewer discharges to the gravity sewer. The approximate value of this infrastructure in 2025 dollars is $5,162,800 based upon original opinions of probable cost adjusted by construction indices from subsequent years to date.

Extension #1 includes proposed infrastructure to be installed by the developer and conveyed to the Town at no cost. Initially, Extension #1 contemplated discharge directly to the Hamburg Street collection system, but included an alternative route to discharge to the Extension #2 sanitary sewer system with the execution of a Developer's Agreement which contributed funds to support Extension #2. Wastewater flow from Extension #1 is conveyed to an on-site (Whispering Pines parcel) pump station with flow equalization. The pump station 4-inch force main is routed under the NYS Thruway, then the County Highway (Fort Hunter Road) and connects directly to the southernmost manhole within the Extension #2 collection system located in the NYSDOT ROW (Carman Road). The approximate value of this

infrastructure in 2025 dollars is $2,491,700 based upon original opinions of probable cost adjusted by construction indices from subsequent years to date.

Extension #2 includes 8-inch gravity mains that generally serve parcels along Carman Road from Fort Hunter Road to the Route 7 round-a-bout. The gravity mains ultimately discharge to the Carman Road pump station that conveys wastewater through a force main that connects directly to the existing southernmost manhole within the Hamburg Street collection system. There is also a gravity sewer extending into Philomena Apartments that discharge into the 8-inch main. It is noted that there is a low-pressure sewer along Marra Lane that discharges into the 8-inch main. The approximate value of this infrastructure in 2025 dollars is $3,200,600 based upon original opinions of probable cost adjusted by construction indices from subsequent years to date.

Maps depicting the existing and proposed sanitary sewer infrastructure within the consolidated sewer district are provided in **Appendix D**.

5.0 OWNERSHIP, OPERATION AND MAINTENANCE

The existing and proposed sewer system is or will be owned and operated by the Town of Rotterdam. All wastewater generated from Sewer District #7 and its established extensions is discharged to the City of Schenectady's system. The point of connection is the existing manhole within Hamburg Street approximately 90 feet north of Glengary Road. The Town of Rotterdam has an Intermunicipal Agreement (IMA) with the City of Schenectady outlining the terms of acceptance of wastewater for treatment by the City. The IMA is renewed every five years and adjusts O&M charges due to the City during each renewal based on the Consumer Price Index. A copy of the IMA and the 2024/2025 user rates are provided in **Appendix E**.

6.0 ESTIMATED PROBABLE PROJECT COSTS

The estimated probable project costs for the consolidation of Sewer District #7 and its established extensions includes the sum of their remaining debt, the fees for Professional Services, Legal Services and Bond Counsel. The totals are shown in Table 6-1.

Table 6-1: Estimated Probable Project Costs

Sewer District #7 Debt	$3,129,280
Sewer District #7 Extension #2 Debt	$2,068,309
Professional Services Fee	$42,350
Legal Fees and Bonding	$60,000
Total Project Cost	**$5,299,939**

Further discussion of the above annual user costs are provided in section 8 below.

7.0 EQUIVALENT DWELLING UNITS

The Equivalent Dwelling Units (EDUs) have been estimated by parcel classifications for Sewer District #7, Extension #1 and Extension #2. The general approach in developing the EDU estimates utilized the Town of Rotterdam EDU Formula as follows:

Residential

As defined in New York State Residential code to include:

- Detached one- and two- family dwellings and multiple single-family dwellings (town houses). Each unit = 1EDU (Equivalent Dwelling Unit).

Additional uses include:

- Community residences classified as one- or two- family dwelling. Each Unit = 1 EDU.
- Hospice Residences, occupied by more than 1 but not more than 8 hospice patients, 1 EDU.
- Manufactured homes, 1 EDU.
- Mobile homes, 1 EDU.
- Modular homes, 1 EDU.

Also included are select uses described in the New York State Building Code to include:

- Select residential group uses, specifically R-2 Residential Occupancies, limited to apartment houses, where each apartment is 1 EDU.
- Vacant Residential parcels, 1 EDU.

Other/Non-residential

As defined in the New York State Building Code to include:

- Assembly (Group A).
- Business (Group B).
- Educational (Group E).
- Factory and Industrial (Group F).
- High Hazard (Group H).
- Institutional (Group I).
- Mercantile (Group M).
- Residential (Group R) except as noted for uses included in Residential categories previously defined.
- Storage (Group S).
- Utility and Miscellaneous (Group U).

For these other/non-residential uses, the basis of EDU determination is correlated to an equivalent water/sewer demand of 75,000 gallons per year (correlating metered water use to anticipated equivalent wastewater generation, or metered wastewater generation).

It is noted that estimated demands based upon recognized engineering practice will also be considered for first year determinations.

1 EDU for every 75,000 gallons per year or fraction thereof, 1 EDU minimum.

Vacant other/non-residential properties will be assigned 1 EDU.

Select uses will have a benefit assessment of zero, including:

- Municipal properties.
- Cemeteries.
- Utility properties, such as power lines, gas lines, water lines and tanks, etc.
- Properties of 0.05 acres or less.

Based on the EDU formulas described above, the resulting EDUs from the proposed consolidated sewer district are summarized in Table 7-1. Existing EDUs as of September 10, 2025 are summarized in Table 7-2 for the purpose of this report. EDU assignments by parcel are included as **Appendix C**.

Table 7-1: Estimated Equivalent Dwelling Units (Full Buildout SD #7 Ext. #1)

Sewer District #7	234.9
Extension #1	565.6
Extension #2	372.5
Total Estimated EDUs	1,173

Table 7-2: Estimated Equivalent Dwelling Units (As of September 10, 2025)

Sewer District #7	234.9
Extension #1	18.6
Extension #2	372.5
Total Estimated EDUs	626

8.0 EXPLANATION OF USER COSTS

The proposed costs to the typical user are based on three elements: a share of capital debt retirement, operation and maintenance of the District, and the cost of wastewater treatment from the City of Schenectady. These are described further below. Each service area being consolidated, was formed pursuant to Article 12 of New York State Town Law. As required by Article 12 of New York State Town Law, these costs are charged on a benefit basis.

8.1 Capital Debt Retirement

In accordance with current Town policy, debt service will be paid by the owners of all existing properties in the proposed District, including those that are currently vacant, unoccupied, or undeveloped. The current debt within Sewer District #7, Extension #1 and Extension #2 has been maintained within each respective district via Bond Anticipation Notes (BAN) renewed annually and the purpose of consolidation will allow for unified debt distribution before converting to long term financing of bonding.

The construction of Sewer District #7 as outlined in the Map, Plan and Report entitled, "Hamburg Street Sewer District" resulted in an annual debt payment (including both principal and interest) of $226,565 at District formation. Divided evenly amongst all 248 EDUs in the district at the time of district formation, this annual debt service charge was approximately $914/EDU. This calculation can be represented as:

$226,565 annually / 248 EDUs = $913.57 or $914/EDU

The infrastructure that conveys wastewater flows to the Town from Extension #1 as outlined in the Map, Plan and Report entitled, "Extension No. 1 Hamburg Street Sewer District" was completed at no cost to the district extension and resulted in no new debt service. However, as this sewer system will be connected to Sewer District #7, it assumed a proportioned share of the outstanding debt of Sewer District #7 which disbursed the annual debt retirement across the two districts to approximately $279/EDU.

$226,565 annually / (248 EDUs + 566 EDUs) = $278.34/EDU or $279

This EDU assignment is based upon full buildout as described in the related MPR. EDU assignment will be based upon actual conditions as of October 15th of the prior year.

The construction of Extension #2 as outlined in the Map, Plan and Report entitled, "Extension No. 2 Carman Road Sewer District" resulted in an annual debt payment (including both principal and interest) of $115,920. This cost per EDU within Extension #2 is represented as:

$115,920 annually / 329 EDUs = $352.34 or $353/EDU

According to the EDU assessment as of September 10, 2025, Sewer District #7 Extension #2 contains 372.5 EDUs. The cost per EDU within Extension #2 is currently represented as:

$115,920 annually / 372.5 EDUs = $311.19 or $312/EDU

To this annual debt service, a prorated component of the annual debt payment for the existing Sewer District #7 was added since Extension #2 uses District #7's existing infrastructure. This prorated component of Sewer District #7's annual debt service represents the current annual debt service of Sewer District #7 ($226,565) divided by the total EDUs of Sewer District #7, Extension #1 and Extension #2. This calculation can be represented as:

$226,565 annually / (248 EDUs + 566 EDUs + 329 EDUs) = $198.22 or $199/EDU

According to the EDU assessment as of September 10, 2025, the current annual debt service of Sewer District #7 ($226,565) divided by the total EDUs of Sewer District #7, Extension #1 and Extension #2 can be represented as:

$226,565 annually / (234.9 EDUs + 18.6 EDUs + 372.5 EDUs) = $361.92 or $362/EDU

Assuming full buildout conditions based on EDU estimates of Sewer District #7 Extension #1 as outlined in "SD #7 Ext. #1 Equivalent Dwellings Unit (EDU) Determination – Supplement #1", current metered water use of Whispering Pines Golf Course, and updated full buildout EDU calculations for Sewer District #7 and Extension #2, the total disbursed annual debt would be approximately $193. This calculation can be represented as:

$226,565 annually / (234.9 EDUs + 566 EDUs + 372.5 EDUs) = $193.08 or $193/EDU

Therefore, as of September 10, 2025, and prior to district consolidation, Sewer District #7's and Extension #1's annual debt service is $362/EDU, while Extension #2's annual debt service is $674/EDU.

Upon full buildout of Sewer District #7 Extension #1, without district consolidation, Sewer District #7's and Extension #1's annual debt service would be $193/EDU, while Extension #2's annual debt service would be $505/EDU.

8.2 Proposed Sewer District #7 Consolidation

Assuming full buildout of Sewer District #7 Extension #1, the proposed consolidation of Sewer District #7 and established extensions would disperse the total project costs proportionally to all 1,173 EDUs. This would include the soft costs (professional service fees, legal fees and bonding) as well as the annual debt payment of Sewer District #7 and Extension #2 divided by the total number of EDUs within District #7, Extension #1 and Extension #2. In 2024, the original Sewer District #7 BAN was converted to a 25-year bond totaling $3,333,600, with a remaining balance of $3,129,280 as of September 2025. Additionally, Sewer District #7 Extension #2 has an outstanding BAN balance of $2,068,309. Including professional service fees, legal costs, and bonding expenses, the total project cost amounts to $5,299,939. It is understood that the bond established will be satisfied in the advance of the consolidation. Assuming a 25-year bond for the consolidated district with an estimated 4% interest rate, the resulting annual debt payment would be represented as:

($335,700 annually) / (1,173 Total EDUs) = $286.19/EDU

Therefore, the proposed consolidation of Sewer District #7 would result in an annual debt service of $286/EDU under full buildout conditions.

According to the EDU assessment as of September 10, 2025, the proposed consolidation of Sewer District #7 would result in an annual debt service of $537/EDU and would be represented as:

($335,700 annually) / (626 Total EDUs) = $536.26/EDU

8.3 Operation and Maintenance Costs:

The total operation and maintenance (O&M) costs for Sewer District #7 as described in the Map, Plan and Report entitled, "Hamburg Street Sewer District", prepared by The Chazen Companies were $10,000 per year distributed across all developed properties having been allocated EDUs based on water usage resulting in 239 EDUs within the district. Undeveloped properties not connected to the collection system are not billed O&M charges. The resulting annual O&M charges were $42/EDU.

Properties within Extension #1 and Extension #2 were also charged $42/EDU annually, giving Extension #1 a $23,772 and Extension #2 a $13,776 annual O&M budget.

The operation and maintenance costs cover expenses to maintain the pump stations within the district (electrical charges, regular maintenance, service fees), sewer district operating fees, budget for routine maintenance, cost of new equipment and spare parts, emergency response budget, etc.

Based on the Town's assessment of the expenses described above, the proposed consolidation of Sewer District #7 and established extensions would be charged an annual O&M charge of $344.64/EDU. The resulting total annual O&M budget for all 1,169 O&M EDUs throughout the consolidated district would be $402,884.16.

EDU assignment for O&M is based upon buildout of all service connections. Actual EDU assignments to be reviewed and applied based upon actual connections to the system as of October 15 of the prior year.

8.4 Wastewater Processing Costs

Users within the Consolidated Sewer District would be responsible for operation and maintenance charges due the City of Schenectady for acceptance of wastewater from the District. These charges include the cost of operation and maintenance of the City wastewater system including maintenance of sewer lines, operation of any applicable wastewater pump stations, and treatment costs at the City wastewater treatment facility. The Intermunicipal Agreement between the Town and the City is renewed every five years, and between renewal periods, O&M charges due to the City are adjusted annually based on the Consumer Price Index. All rates and charges/fees payable by the Town to the City will automatically be adjusted on January 1st of each year (commencing in 2022) by the percent change in the Consumer Price Index (CPI), as published by the U.S. Department of Commerce. The amount of the adjustment will be determined by the percent change in the annual CPI. The percent change will be computed by comparing the index figure for the month of November immediately preceding the contract commencement year with the index figure published for the month of November immediately preceding the year in which the adjustment is to occur. The new rate and CPI shall be computed as follows:

New Rate (NR) = Old Rate (OR) x (1+((C-Co)/Co))

- C = Current "Consumer Price Index for Urban-NE Consumers: U.S. Cities Average (CPI-U-NE)" as published by the U.S. Department of labor, Bureau of Labor Statistics for the month of November in the year within which the adjustment is to occur.

- Co = Consumer Price Index for Urban-NE Consumers: U.S. cities Average (CPI-U-NE) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of November in the year immediately preceding the year in which the adjustment is to occur.

The current IMA in effect is dated July 11, 2021 and is provided in **Appendix E** for reference. Additionally, the City Sewer and Water Rates for 2021, 2022, 2023,2024, and 2025 have also been provided for reference in **Appendix E**. According to the IMA, the Town shall pay the City for all wastewater discharged and accepted pursuant to the Agreement at the applicable outside city rates effective at the time of discharge. In addition, the Town shall be responsible for additional surcharges or administration expenses. In the event that a private developer fails to pay the City for the required

connection fees, the Town shall pay the City a one-time connection fee of $250 for each residential unit and $400 for each commercial unit connected to the Town's sewer system which delivers flow to the City's sewer system.

For sewer users receiving water service through a metered connection from a municipal distribution system, the 2024 wastewater processing fee was $3.93 per thousand gallons, plus a flat annual fee of $49.42. With a 3.49% increase in the Consumer Price Index (CPI) from November 2023 to November 2024, the 2025 rates have increased to $4.07 per thousand gallons and a flat fee of $51.14 per year.

Non-metered users were charged a flat annual rate of $492.66 in 2024. Applying the same 3.49% CPI adjustment, the 2025 fee for non-metered users have increased to $509.85. Since single-family households are not metered connections, the average wastewater processing fee for a single-family residence in 2025 will be $509.85.

9.0 ESTIMATED SEWER DISTRICT USER COSTS

As discussed above the annual user cost for the proposed Consolidated Sewer District is determined by capital debt retirement, operation and maintenance costs of the collection and pumping system, and treatment costs due to the City of Schenectady. For a single-family residence (the most common property use within the proposed district) with average water usage rates of 75,000 gallons per year, the annual user charges are shown in Table 9-1 and Table 9-2 below.

Table 9-1: Estimated Sewer District Residential User Costs (SD #7 Ext. #1 Full Buildout)

Debt Service Cost	$286
O&M Cost	$345
Wastewater Processing Cost (residential)	$510
Annual User Cost	**$1,141**

Table 9-1: Estimated Sewer District Residential User Costs (As of September 10, 2025)

Debt Service Cost	$537
O&M Cost	$345
Wastewater Processing Cost (residential)	$510
Annual User Cost	**$1,392**

Additionally, property owners are responsible for the costs of connecting from the building to the sewer lateral at the edge of the Town, County, or State roadway right-of-way (or to grinder pumps, where provided). As per the Town Code Section 230-10, properties within Town Sewer Districts that are adjacent to sewer mains are required to connect to the collection system. Properties which were previously served by a septic system are also required to demolish and fill the existing septic tank. As of

2025, the Town charges a one-time $75 sewer lateral inspection fee as well as a $750 sewer connection fee per dwelling unit ($1,000 for commercial usage) for properties within established sewer districts that connect to the collection system.

Per Resolution No. 162.20, effective May 27, 2020, the Town Board extended the existing suspension of sewer connection fees, contained in the schedule of fees, in effect for Sewer District 7 and any district extensions of Sewer District 7, until June 1, 2025 to encourage connections within the Sewer District and to help alleviate the costs of connection.

10.0 DISTRICT CONSOLIDATION PROCESS

The procedure for sewer district consolidation is established in the New York General Municipal Law Article 17-A. Two or more local government entities, which include benefit improvement districts, may be consolidated into a single Local Government Entity (LGE). Consolidation requires a proposed Joint Consolidation Agreement (JCA), defined in GML Section 750 as "…a written document that contains terms and information regarding the consolidation of two or more local government entities and that has been proposed, but not yet finalized and approved, by such entities' governing body or bodies pursuant to this article." The proceeding is commenced by a joint resolution of the governing bodies of the local government entities, which in this instance is the Rotterdam Town Board on behalf of the designated sewer benefit districts.

The requirements for drafting the proposed JCA are defined in GML Section 752(2) and include, as applicable to consolidation of benefit districts, the following:

- The name of each district to be consolidated;
- The name of the proposed consolidated district(s), which name shall be such as to distinguish it from the name of any other like unit of government in the state of New York (except the name of any one of the entities to be consolidated);
- The rights, duties and obligations of the proposed consolidated LGE;
- The territorial boundaries of the proposed consolidated LGE;
- The type and/or class of the proposed consolidated LGE;
- The governmental organization of the proposed consolidated local government entity insofar as it concerns elected and appointed officials and public employees, along with a transitional plan and schedule for elections and appointments of officials;
- A fiscal estimate of the cost of and savings which may be realized from consolidation;
- Each entity's assets, including, but not limited to, real and personal property, and the fair value thereof in current money of the United States;
- Terms for the disposition of existing assets, liabilities and indebtedness of each local government entity, either jointly, separately or in certain defined proportions;

- Terms for the common administration and uniform enforcement of local laws, ordinances, resolutions, orders and the like, within the proposed consolidated LGE, consistent with GML Section 769;

- The effective date of the proposed consolidation, and;

- The time and place or places for the public hearing or hearings on such proposed JCA pursuant to GML Section 754.

The Town Board needs to adopt the proposed JCA by resolution. After adoption, the JCA must be displayed and published as required by GML Section 753. Concurrently or at a later date, the Town Board must set a time and place or places for one or more public hearings on the proposed JCA. Notice of the public hearings must be published as required by GML Section 754. The hearing or hearings must be held no less than 35 days and no more than 90-days after adoption of the proposed JCA by resolution of the Town Board. After the public hearing(s), the Town Board has three options (GML 754):

- Amend the proposed JCA, provided that the amended version is publicized as follows within five business days after adopting the amended proposed JCA (GML 754(4)):

    - Display a copy of the amended version of the proposed JCA, with a descriptive summary, readily accessible to the public in a public place or places within each entity;

    - Post it on the Town's website.

-or-

- Approve of final version of the JCA. This must occur within 180 days of the final public hearing.

-or-

- Decline to proceed further with consolidation proceedings. Any approval by the entities' governing body or bodies of the final version of the joint consolidation agreement must occur within one hundred eighty days of such final hearing.

  The JCA takes effect on the date specified therein. (GML 756). The effects of consolidation are as follows: (GML 765):

- On and after the effective date of consolidation, the consolidating LGE's are treated and considered for all purposes as one LGE, under the name and on the terms and conditions set forth in the JCA.

- All rights, privileges and franchises of each component LGE and all assets, real and personal property, books, records, papers, seals and equipment, belonging to each component LGE is deemed as transferred to and vested in the consolidated LGE without the need for further acts or deeds.

- All property, rights-of-way and other interests become the property of the consolidated LGE. The title to real estate, either by deed or otherwise vested in any of the component local government entities shall not be deemed to revert or be in any way impaired by reason of the consolidation.

- The consolidated LGE has all the rights, powers, and privileges, and is subject to all the legal obligations and liabilities imposed on other similar entities.

- The JCA is subordinate to the contract rights of all holders of any securities or obligations of the local government entities outstanding at the effective date of the consolidation.

11.0 DISTRICT CONSOLIDATION ACTIONS

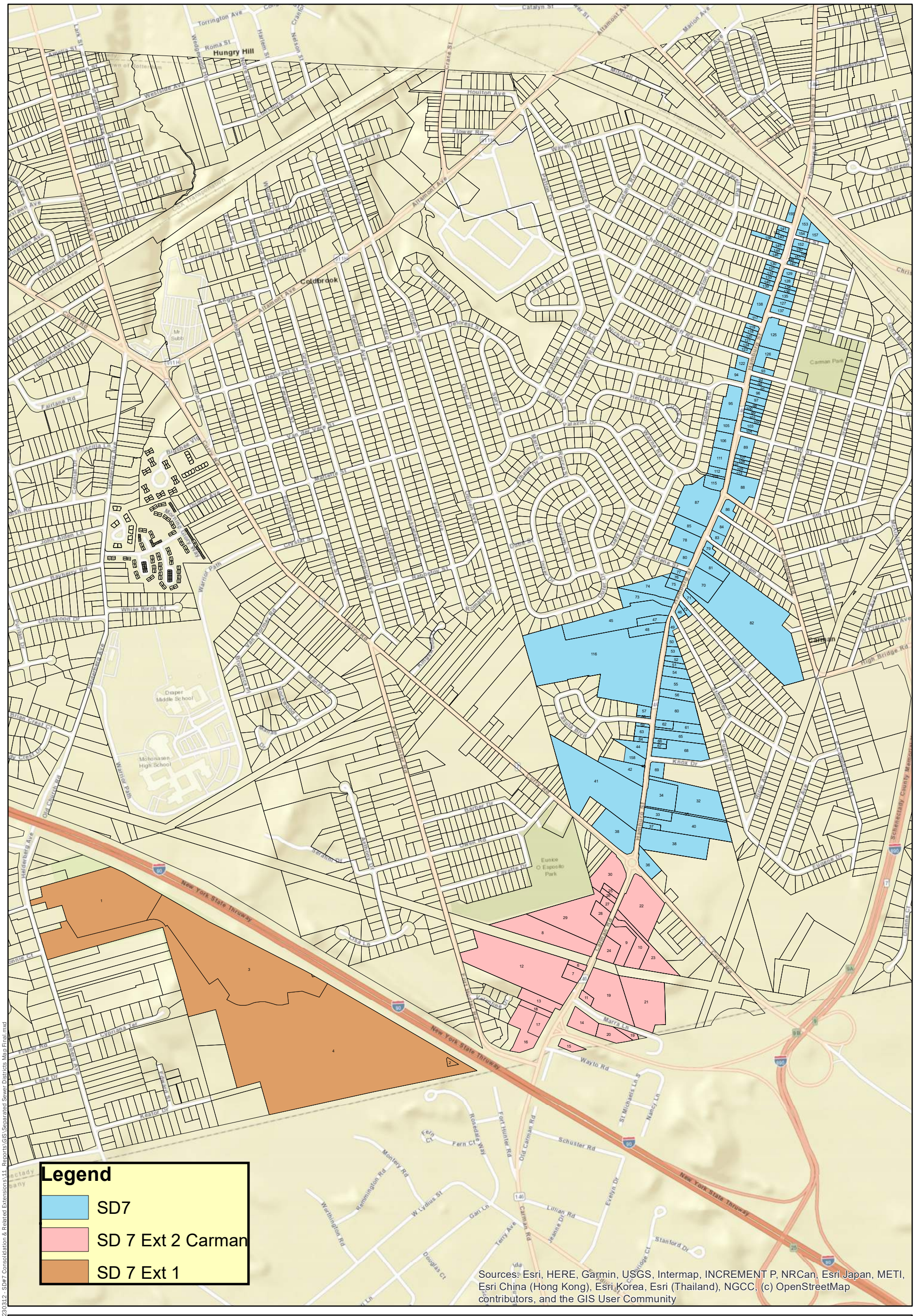
The following actions are required prior to the consolidation of Sewer District #7 and its established extensions:

- Submission of this Consolidation Engineering Report to the Town Board, followed by a Public Hearing and potential revisions to the Joint Consolidation Agreement based upon public hearing comments.

- Final review and acceptance of the Joint Consolidation Agreement by the Town Board, including SEQR.

- Execution of the Joint Consolidation Agreement.

Appendix A:
Existing Sewer District Maps



0 510 1,020 Feet

N

Sources:
1. SD #7 EXT 2: SD #7 EXT 2.SHP
2. CONSOLIDATED SD #7: SD#7.SHP
3. SD #7 EXT 1: SD #7 EXT 1.SHP

LaBella
Powered by partnership.

Town of Rotterdam

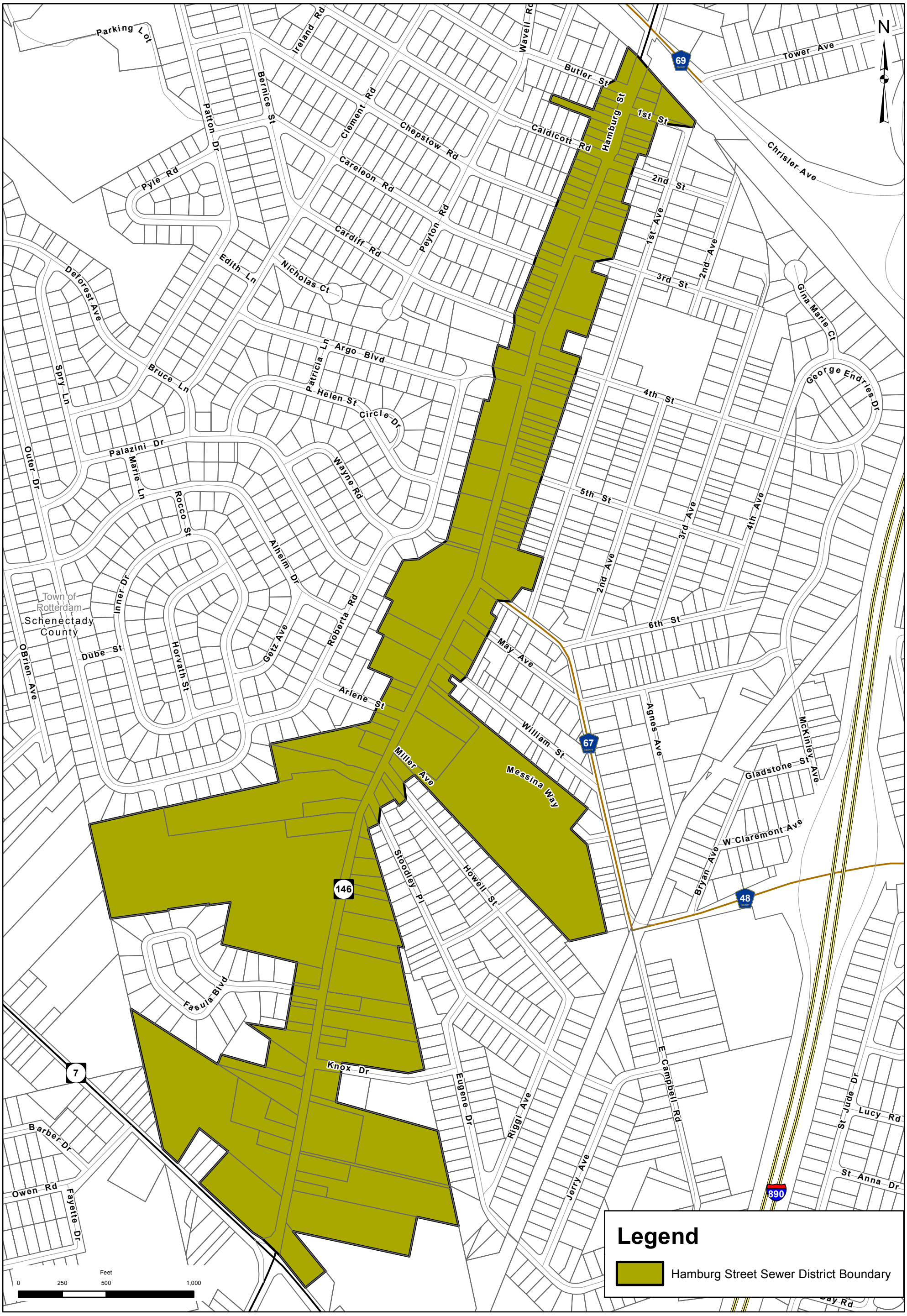
Consolidated Sewer District #7

LaBella Project No: 2220312
Date: March 2023

SEPARATED SEWER DISTRICT SERVICE MAP

FIGURE # 1

Path: \\cash.lab.u\Projects\Rotterdam, Town of\2230312 - SD#7 Consolidation & Related Extensions\11_Reports\GIS\Separated Sewer Districts Map Final.mxd



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Landscape Architects

CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

Dutchess County Office:
21 Fox Street
Poughkeepsie, NY. 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street
Troy, NY. 12180
Phone: (518) 273-0055

North Country Office:
375 Bay Road
Queensbury, NY. 12804
Phone: (518) 812-0513

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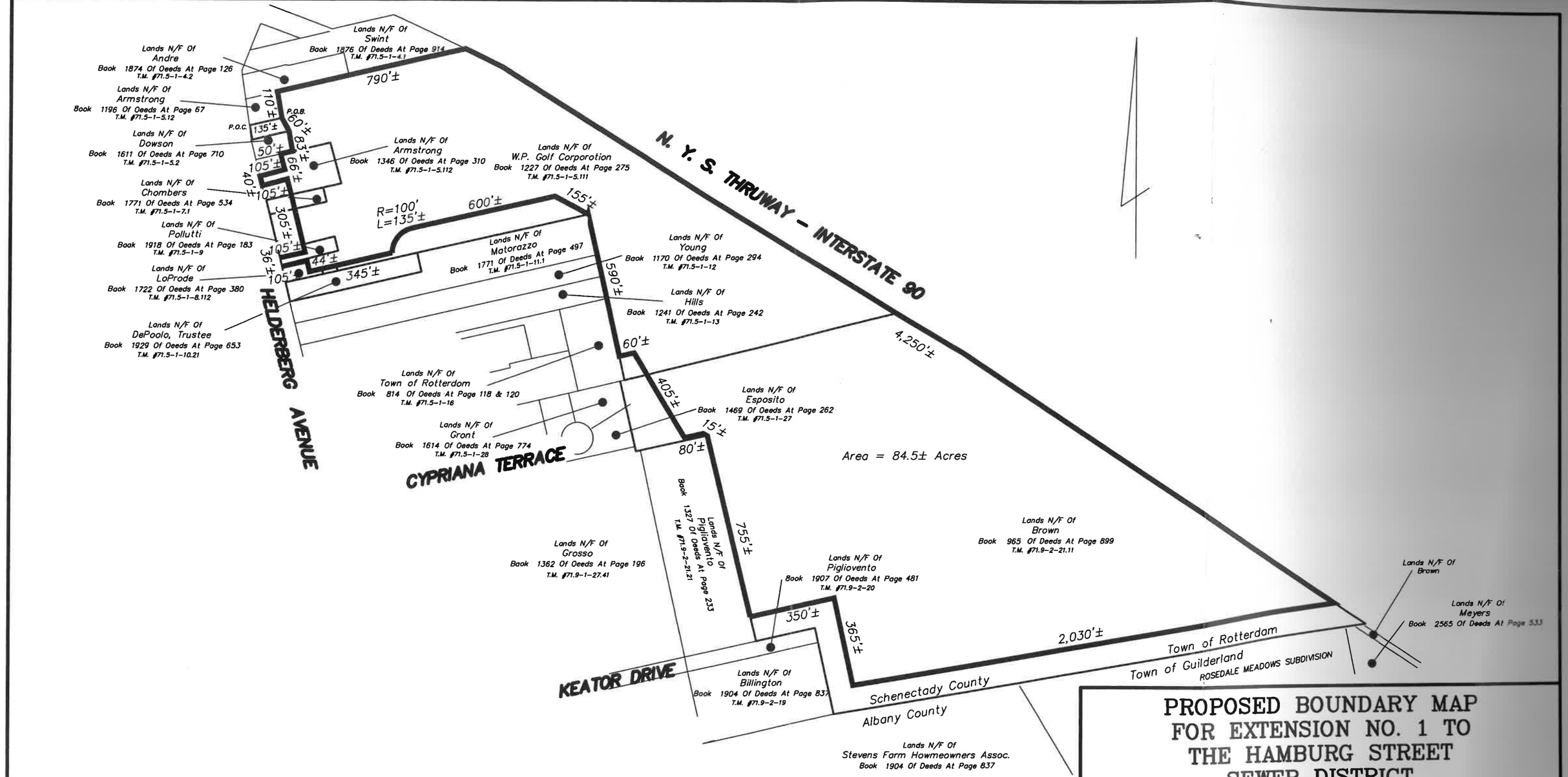
Sanitary Sewer Collection System for Hamburg Street

Sanitary Sewer District Boundary Map

Town of Rotterdam, Schenectady County, New York

Drawn:	JLN
Date:	12/4/2015
Scale:	1:6,000
Project:	31593.00
Figure:	1

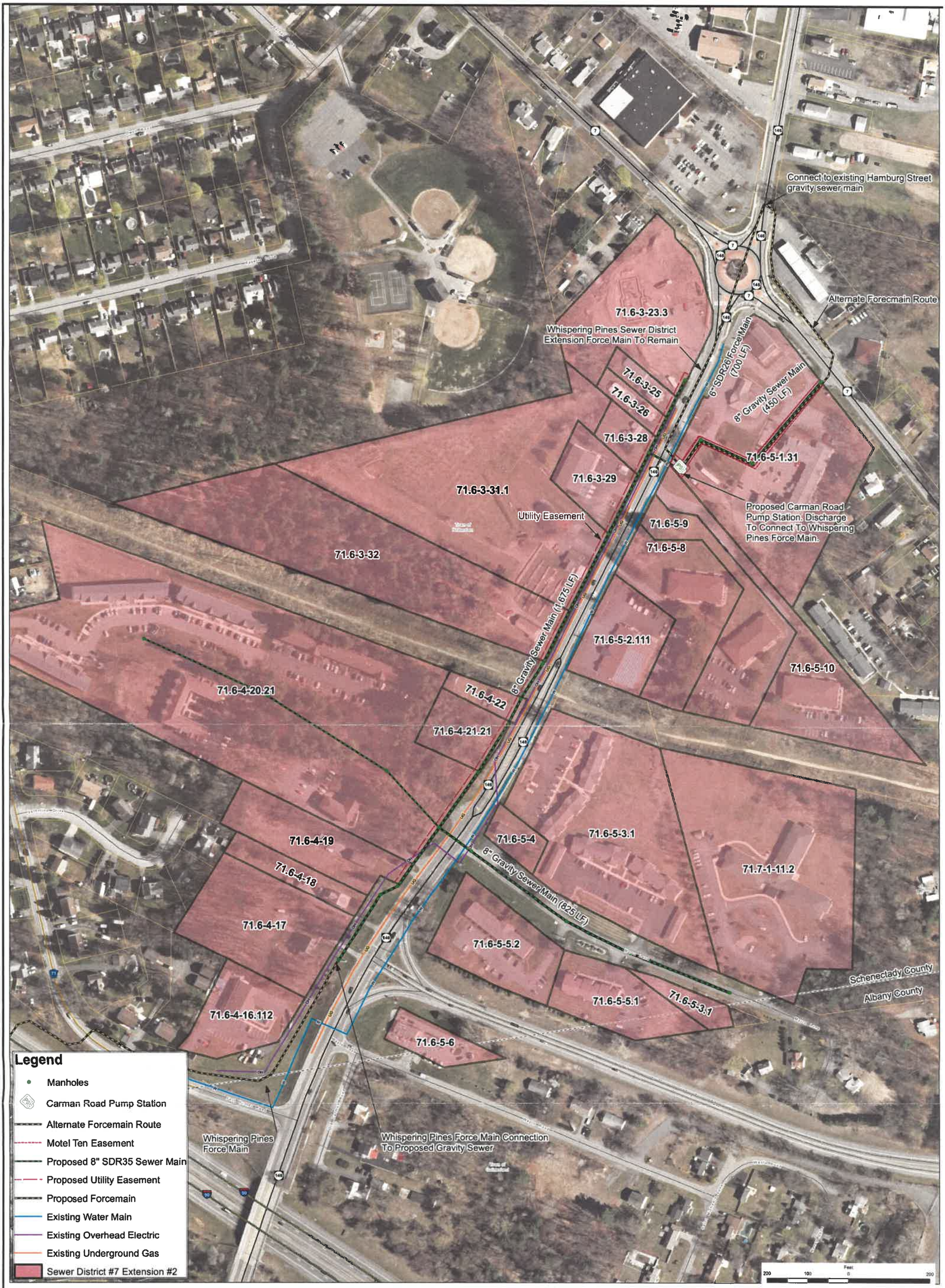


PROPOSED BOUNDARY MAP FOR EXTENSION NO. 1 TO THE HAMBURG STREET SEWER DISTRICT

TOWN OF ROTTERDAM	SCHENECTADY COUNTY, NEW YORK
SCALE: 1" = 400'	DATE: AUGUST 2, 2018
TELEPHONE NO.: (518) 383-0634	MAP NO.: 17 - 11 - 27A

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
988 Route 146, Clifton Park, New York 12065
gvglandsurveyors.com

App X



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Environmental Scientists
Landscape Architects

CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

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Carman Road Sewer District Extension

Proposed Wastewater Collection System

Town of Rotterdam, Schenectady County, New York

Drawn:	ZFB/BMS
Date:	07/17/2019
Scale:	NTS
Project:	31873.00
Figure:	1

Appendix B:
Proposed Consolidated Sewer District Map and Description

Parcel No.	SBL	Property Class	Property Address	Owner Name
1	71.5-1-5.13	311	2200 Helderberg Ave	Lecce Independent Living LLC
2	71.9-2-22	311	Helderberg Avenue	Lecce Senior Living, LLC
3	71.5-1-36	552	Helderberg Avenue	Lecce Golf LLC
4	71.5-3-126	411	Helderberg Avenue	Lecce Senior Living, LLC
5	71.6-1-54	311	Ft Hunter Rd	Serafini Builder Inc., Anthony
6	71.6-4-22	483	3140 Carman Rd	McDonald, Stephen D
7	71.6-4-21.21	311	3156 Carman Rd	Malone, Lori-Anne
8	71.6-3-32	210	3132 Carman Rd	Leone, Thomas C
9	71.6-5-8.1	411	3111 Carman Rd	Pine Grove Apartments LLC
10	71.6-5-9	411	3109 Carman Rd	Pine Grove Apartments LLC
11	71.6-5-4	483	3159 Carman Rd	Adams, Michael J
12	71.6-4-20.21	411	1175 Ft Hunter Rd	Fort Hunter Reserve, LLC
13	71.6-4-19	210	3172 Carman Rd	Vagnier, Debra Ann
14	71.6-5-5.2	411	3160 Marra Ln	Marra Lane Management, LLC
15	71.6-5-6	426	300 Wayto Rd	Wayto Road Assoc., LLC
16	71.6-4-16.4	485	1223 Ft Hunter Rd	Attanasio, Dean
17	71.6-4-17.1	210	3184 Carman Rd	Attanasio, Dean
18	71.6-4-18	210	3180 Carman Rd	Potter Steven
19	71.6-5-3.1	411	3157 Carman Rd	Brothers Property Management , R and R
20	71.6-5-5.1	411	3164 Marra Ln	Raucci, John
21	71.7-1-11.2	411	Marra Ln	Rotterdam Housing Dev Fund Co
22	71.6-5-1.31	415	3081 Carman Rd	Carman Hospitality LLC
23	71.6-5-10	411	3107 Carman Rd	Pine Grove Apartments, LLC
24	71.6-5-2.4	465	3125 -3133 Carman Rd	3125 - 3133 Carman Road
25	71.6-3-25	210	3092 Carman Rd	Leone, Dominick
26	71.6-3-26	210	3096 Carman Rd	Gebhardt, Kurt M
27	71.6-3-28	210	3100 Carman Rd	Haines, Robert P
28	71.6-3-29	457	3108 Carman Rd	3108 Carman Road LLC
29	71.6-3-31.1	170	3120 Carman Rd	Leone Dominick
30	71.6-3-23.3	486	3088 Carman Rd	Obsidan ML 5 LLC
~~31~~	~~71.6-3-23.3/1~~	~~331~~	~~3088 Carman Rd~~ (DELETED)	~~Cumberland Farms, Inc~~
32	59.19-5-2.1	330	Hamburg St	NYS Assoc. Retarded Children
33	71.7-1-2	450	3029 Hamburg St	3029 Hamburg Street LLC
34	59.19-5-1.1	614	2999 Hamburg St	Schenectady Cty Com Mental
35	71.7-1-1	311	Hamburg St	Fiano, Victor T
36	71.7-1-6.111	486	3065 Hamburg St	Sunoco, LLC
37	71.7-1-4.1	283	3049 Hamburg St	DIOP Properties LLC
38	71.7-1-5	210	3057 Hamburg St	Fiano, Victor T
39	59.18-4-23.1	620	3060 Hamburg St	Abounding Grace Christian Ch.
40	71.7-1-3.1	210	3041 Hamburg St	Zyskowski, Mark J
41	59.18-4-24.11	620	3040 Hamburg St	St. Gabriel the Archangel Ch.
42	59.18-4-34.211	482	2988 Hamburg St	Marco, Frank T
43	59.18-4-69	311	Hamburg St	Valentine, Michael A
44	59.18-4-27	457	2976 Hamburg St	RU Hamburg Street LLC
45	59.14-15-19	415	2788 Hamburg St	Shree Sai Hotel, Inc
46	59.15-8-21.1	210	2783 Hamburg St	DiCocco, David A Sr
47	59.14-15-20	210	2792 Hamburg St	Combs, Walter J
48	59.14-15-21.1	210	2796 Hamburg St	Carlone, Bret
49	59.15-8-2.11	210	204 Stoodley Pl	Galluzzo, John J
50	59.19-1-1.11	220	2787-2789 Hamburg St	Flis, Joseph E
51	59.19-1-3.1	210	2909 Hamburg St	Kerzick, Delphine Ann
52	59.19-1-2.1	220	2905-2907 Hamburg St	Viscusi, Mark
53	59.19-1-1.31	484	2793 Hamburg St	Viscusi, Dino
54	59.19-1-4.11	210	2917 Hamburg St	McGuire, Mike
54A	59.19-1-4.12	311	Hamburg Street	McGuire, Mike (ADDED VIA SUBDIVISION)
55	59.19-1-5.1	482	2925 Hamburg St	Battaglino Group, LLC
56	59.19-1-6.1	482	2933 Hamburg St	Battaglino Group, LLC
57	59.18-4-32.1	411	2950 Hamburg St	Urbano, Fabio L
~~58~~	~~59.18-4-67~~	~~311~~	~~Hamburg St~~ (DELETED)	~~Urbano, Fabio L~~
59	59.18-4-31.3	311	Hamburg St	Ciampino, Daniel
60	59.19-1-7.1	330	2945 Hamburg St	Primax Properties
61	59.19-1-8.11	210	2953 1/2Hamburg St	Dhanraj, Rajendra
62	59.19-1-8.21	484	2953 Hamburg St	M & R Dhanraj Ent LLC
63	59.18-4-29.1	210	2958 Hamburg St	Rudesheim, Sandra L
64	59.18-4-28	210	2968 Hamburg St	Campagnano Family Irrev Trust
65	59.19-1-9.1	283	2957 Hamburg St	Hamburg St Assoc
66	59.19-1-10.1	220	2967 Hamburg St	Carmon, Omari M
67	59.19-1-11.1	210	2971 Hamburg St	Jarrett, Nicole Annemarie
68	59.19-1-12.1	210	2975 Hamburg St	Wehmeyer, William J
69	59.19-5-3.1	281	2981 Hamburg St	PurdyHomes LLC
70	59.15-9-18.11	620	2739 Hamburg St	Historic Building Preservation
71	59.15-9-16.1	464	2775 Hamburg St	Sousa, Shirley
72	59.15-8-22.1	484	2779 Hamburg St	Ramdeen Lilawattie
73	59.14-15-17.11	331	2784 Hamburg St	Shree Sai Hotel, Inc
74	59.14-15-16.11	482	2780 Hamburg St	Titan Valley Developers, Inc
75	59.15-1-9	210	2770 Hamburg St	Wang, Churen
76	59.15-1-8.11	210	2746 Hamburg St	Peloquin, Emily
77	59.15-1-7.1	210	2742 Hamburg St	Pattiram, Outram
78	59.15-1-4.1	542	2710 Hamburg St	Mundy Enterprises Inc
79	59.15-9-19.21	484	2703 Hamburg St	Putorti, Michael D
80	59.15-1-6.111	486	2740 Hamburg St	Stewart's Shops Corp
81	59.15-9-18.311	485	2727 Hamburg St	2727 Hamburg Street Plaza Inc
82	59.15-9-17.1	612	Hamburg St	Mohonasen Central School Distr
83	59.15-5-35.1	484	2697 Hamburg St	Pervezbutt, Shahzad Khurram
84	59.15-5-36	461	2695 Hamburg St	First National Bank of Scotia
85	59.15-1-2.1	436	2706 Hamburg St	Newberry Enterprizes LLC
86	59.15-5-1.1	423	2675 Hamburg St	Van Nguyen, John
87	59.15-1-1.11	457	2696 Hamburg St	Highbridge Develop Rt 146 LLC
88	59.15-2-1.1	615	Hamburg St (2639)	Town of Rotterdam
89	59.15-2-8.11	484	2617 Hamburg St	2617 Hamburg LLC
90	59.11-12-2.1	210	2505 Hamburg St	Caldarazzo, Rose
91	59.11-12-3.1	210	2509 Hamburg St	Caldarazzo, Rose
92	59.11-12-1.1	210	2501 Hamburg St	Caldarazzo, Rose
93	59.11-7-6.1	210	2457 Hamburg St	McGuire, Michael P
94	59.11-6-16.11	425	2460 Hamburg St	Play By Play Sports Bar Grill
95	59.11-11-1.1	450	2516 Hamburg St	Arec 8, LLC
96	59.11-12-4.1	485	2513-2519 Hamburg St	Guidarelli, Michael J
97	59.11-12-5.1	465	2521 Hamburg St	Soule', Scott S
98	59.11-12-6.1	312	2529 Hamburg St	Putnam, Richard W
99	59.11-12-8.1	210	2537 Hamburg St	Sutherland, Jeal
100	59.11-12-7.1	210	2533 Hamburg St	Putnam, Richard W
101	59.11-12-9.1	210	2541 Hamburg St	Jackson, Veronica
102	59.11-12-10.1	220	2545 Hamburg St	McGuire, Catherine
103	59.11-12-12.11	210	2553 Hamburg St	Romano, Ronald P
104	59.11-12-13.1	483	2557 Hamburg St	2557 Hamburg LLC
105	59.11-11-2.1	485	2654 Hamburg St	BLS Plaza, LLC
106	59.11-11-3.1	485	2666 Hamburg St	2666 Hamburg LLC
107	59.15-2-6.1	483	2621 Hamburg St	Kane, Michael
108	59.15-2-5.1	210	2625 Hamburg St	Housel, Kyle
109	59.15-2-3.1	210	2633 Hamburg St	Silver, Bradford R T
110	59.15-2-4.1	484	2629 Hamburg St	Mason, Michael J
111	59.11-11-4.1	422	2688 Hamburg St	Andrikopoulos, Peter
112	59.11-11-5.1	484	2692 Hamburg St	2692 Hamburg Street LLC
113	59.15-2-2.1	210	2637 Hamburg St	Baty, Bethany
114	59.11-11-6.1	311	Hamburg St	Town of Rotterdam
115	59.15-1-1.21	662	2694 Hamburg St	County of Schenectady
116	59.18-4-33.11	695	Hamburg St	St. Adelbert's Cemetary
117	59.11-3-10.1	210	2358 Hamburg St	Mootoo, Beeneta
118	59.11-2-9.1	210	2418 Hamburg St	Badger, Michael T
119	59.11-2-8.1	210	2414 Hamburg St	Riccio, Jeffrey A
120	59.11-2-10.1	210	2422 Hamburg St	Pasqualitti, Benjamin
121	59.11-2-11.1	210	2428 Hamburg St	Half Pint Investments, LLC
122	59.11-6-51.21	311	Cardiff Rd	McGuire, Michael
123	59.11-2-12.21	484	2432 Hamburg St	Digiuseppe, Donna M
124	59.11-2-12.11	210	2430 Hamburg St	Picou, Tenny S
125	59.11-7-3.11	662	Hamburg St	Fire District #3
126	59.11-7-4.1	486	2415 Hamburg St	SIDHU Properties
127	59.11-4-6.1	210	2337 Hamburg St	Reynolds, Todd J
128	59.11-4-3.21	210	2313 Hamburg St	Ramroop, Motilal
129	59.11-4-2.11	210	2305 Hamburg St	Romroop, Kaimchan
130	59.7-6-16.1	210	2302 Hamburg St	Cruz, Felipe S
131	59.7-6-17	210	2306 Hamburg St	Rickson, Eric D Sr
132	59.7-6-18	210	2310 Hamburg St	Herwig, Kaitlyn
133	59.7-6-19	210	2314 Hamburg St	Hamilton, Cindy L
134	59.11-4-4.11	210	2319 Hamburg St	Mai, Thanh
135	59.11-4-5	210	2329 Hamburg St	Boniecki Thomas J
136	59.11-4-4.21	210	2323 Hamburg St	Lieu, Kevin N
137	59.11-4-7	210	2345 Hamburg St	Vrana, Michael R
138	59.11-3-8.11	620	Hamburg St	Electric City Baptist
139	59.7-6-21.1	210	202 Chepstow Rd	Shaw, Amanda
140	59.7-6-20	210	2318 Hamburg St	Banardo, Angela
141	59.7-6-9	210	2238 Hamburg St	Bacon, Joan
142	59.7-6-10	210	2248 Hamburg St	Diegel, James F
143	59.7-6-11	210	2252 Hamburg St	Edwards, Jeremiah R
144	59.7-6-14.1	220	2266 Hamburg St	Ruzza, Catherine
145	59.7-6-13	210	2260 Hamburg St	Santuccione, Amanda Marie
146	59.7-6-15.1	220	2274 Hamburg St	Rodriguez, Miguel A
147	59.7-7-6.1	220	2275 Hamburg St	Ramroop, Ryan
148	59.7-7-7.1	210	2271 Hamburg St	Schuppe, Elaine M
149	59.7-7-9.1	220	2265 Hamburg St	Polsinelli, Biagio
150	59.7-7-10.1	220	2259 Hamburg St	Polsinelli, Biagio
151	59.7-7-8.1	210	2267 Hamburg St	Mathura, Narindra Andy
152	59.7-7-11	210	2251 Hamburg St	Vrooman, Michael David
153	59.7-7-12.21	210	2231 Hamburg St	Matthews, Johan
154	59.7-7-12.1	210	2237 Hamburg St	2237 Hamburg St LLC
155	59.7-1-34	210	198 Butler St	Chagnon, Richard A Sr
156	59.7-6-12	210	2256 Hamburg St	Senecal, Christopher
157	59.7-7-12.4	484	2263 First St	2267 First Street LLC
158	59.18-4-26.211	632	2984 Hamburg St	Loggia Gabriele D'Annunzio Ordine

500 0 500
SCALE IN FEET
1"=500'

SOURCES:
1. SD #7 EXT 2: SD 7 EXT 2 CARMAN.SHP
2. CONSOLIDATION SD #7: CONSOLIDATION SD#7.SHP
3. SD #7 EXT 1: SD 7 EXT 1.SHP

LaBella
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TOWN OF ROTTERDAM

SEWER DISTRICT #7 CONSOLIDATION

LABELLA PROJECT NO: 2220312
DATE: MARCH 2023

CONSOLIDATED SEWER DISTRICT SERVICE MAP

FIGURE #2

SUGGESTED DESCRIPTION

TOWN OF ROTTERDAM

SEWER DISTRICT NO. 7

The Sewer District No. 7, situated in the town of Rotterdam, County if Schenectady, State of New York, being particularly described as follows:

BEGINNING at a point on the westerly side of Tax Parcel ID No. 71.5-1-5.3 at the southwesterly corner of SD7; thence the following ten (10) courses and distances along the westerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) northerly 363'± across the Keator Drive right of way to a point; 2) westerly 249'± along the northerly right of way of Keator Drive to a point; 3) northerly 861'± to a point; 4) westerly 300'± to a point; 5) northerly 986'± to a point; 6) westerly 1051'± to a point; 7) northerly 73'± to a point; 8) easterly 22'± to a point; 9) northerly 60'± to a point; 10) westerly 239'± to point on the easterly right of way of Helderberg Avenue; thence along the said easterly right of way of Helderberg Avenue 152'± to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) easterly 240'± to a point; 2) northerly 61'± to a point; 3) easterly 75'± to a point on the property division line between Tax Parcel ID Nos. 71.5-1-5.3 & 71.5-1-5.13; thence the following four (4) courses and distances along the westerly boundary of Tax ID No. 71.5-1-5.13: 1) northerly 169'± to a point; 2) westerly 160'± to a point; 3) northerly 81'± to a point; 4) westerly 156'± to a point on the easterly right of way of Helderberg Avenue; thence northerly 59'± along the easterly right of way of Helderberg Avenue to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.13: 1) easterly 135'± to a point; 2) northerly 109'± to a point; 3) easterly 773'± to a point on the westerly boundary of the New York State Thruway (I-90); thence southeasterly along the westerly right of way of said New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.13, 618'± to a point; thence the following two (2) courses and distances along the westerly boundary of New York State Thruway (I-90) and easterly boundaries of Tax Parcel ID No's 71.5-1-36 & 71.5-1-11.12: 1) southeasterly 1792'± to a point; 2) southeasterly 195'± to a point; thence southeasterly along the westerly boundary of New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.3, 1613'± to a point; thence easterly across the New York State Thruway (I-90) 373'± to a point on the southerly right of way of Fort hunter Road; thence the following two (2) courses and distances along the southerly right of way of Fort Hunter Road: 1) southeasterly 155'± to a point; 2) easterly 84'± to a point on the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence northerly 255'± along the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence 147'± westerly along Tax Parcel ID No. 71.6-4-16.112 to point; thence northerly 291'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-4-16.112 and 71.6-4-18 to a point: thence 46'± westerly along the southern boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence northerly 120'± along the westerly boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence westerly 691'± along the southerly boundary of Tax Parcel ID No. 71.6-4-20.21 to a point on the easterly right of way of Fort Hunter Road; thence northerly 97'± along the easterly right of way of Fort Hunter Road to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel Id No. 71.6-4-20.21: 1) easterly 197'± to a point; 2) northerly 201'± to a point; thence easterly 1341'± along the northerly boundary of Tax Parcel ID Nos. 71.6-3-32 & 71.6-3-31.1; thence northerly 177'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-3-31.1 & 71.6-3-23.3 to a point; thence northeasterly along the westerly boundary of Tax Parcel ID No. 71.6-3-23.3, 367'± to a point on the southerly boundary of Curry Road; thence northeasterly 65'± across the Curry Road right

of way to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 340'± along the northerly right of way of Curry Road and southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northeasterly 243'± along the westerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 210'± along the southerly boundary of Tax Parcel ID No. 59.18-4-24.11; thence southerly 233'± along Tax Parcel ID No. 59.18-4-24.11 to a point on the northerly right of way of Curry Road; thence northwesterly along the northerly right of way of Curry Road 116'± to a point; thence northerly 822'± along the westerly boundary of parcel 59.18-4-24.11 to a point; thence southeasterly 587'± along the northerly boundary of Tax Parcel ID No. 59.18-24.11; thence northerly 58'± along the westerly boundary of Tax Parcel ID No. 59.18-4-34.211; thence easterly 259'± along the northerly boundary of Tax Parcel ID No. 59.18-4-34.211 to a point; thence northerly 159'± along the westerly boundary of Tax Parcel ID No. 59.18-4-26.211 to a point; thence westerly 164'± along the southerly boundary of Tax Paracel ID No. 59.18-4-27 to a point; thence easterly 224'± along the northerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence northerly 198'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-28, 59.18-4-29.1 and 59.18-4-31.3 to a point on the southerly right of way of Fasula Boulevard; thence northerly 59'± across Fasula Boulevard to a point; thence northerly 131'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-67 and 59.18-4-32.1 to a point; thence the following seven (7) courses and distances along the southerly boundary of Tax Parcel ID No. 59.18-4-33.11: 1) westerly 442'± to a point; 2) northerly 245'± to a point; 3) westerly 137'± to a point; 4) northerly 17'± to a point; 5) westerly 235'± to a point; 6) southerly 9'± to a point; 7) westerly 334'± to a point; thence northerly 553'± along the westerly boundary of Tax Parcel ID No. 59.18-4-33.11 to a point; thence easterly 1107'± along the northerly boundary of Tax Parcel ID Nos. 59.18-4-33.11 and 59.14-15-19 to a point; thence northerly 223'± along the westerly boundary of Tax Parcel ID No. 59.14-15-17.11; thence the following two (2) courses and distances along the northerly boundary of Tax Parcel ID No. 59.14-15-16.11: 1) easterly 489'± to a point; 2) easterly 74'± to a point; thence 128'± northerly along the westerly boundary of Tax Parcel ID Nos. 59.15-1-9, 59.15-1-8.11 & 59.15-1-7.1 to a point on the southerly right of way of Ariene Street; thence northerly 59'± across Ariene Street to a point; thence northerly 156'± along the westerly boundary of Tax Parcel ID No. 59.15-1-6.111 to a point; thence westerly 149'± along the southerly boundary of Tax Parcel ID No. 59.15-1-4.1; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.15-1-4.1 to a point; thence westerly 44'± along the southerly boundary of Tax Parcel ID No. 59.15-1-2.1 to a point; thence northerly 198'± along the westerly boundary of Tax Parcel ID Nos. 59.15-1-2.1 & 59.15-1-1.11 to a point; thence westerly 52'± to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11: 1) northerly 234'± to a point; 2) easterly 87'± to a point; thence northeasterly 194'± along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11, 59.15-1-1.21 & 59.11-11-6.1 to a point; thence northerly 831'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-11-5.1, 59.11-11-4.1, 59.11-11-3.1, 59.11-11-2.1 & 59.11-11-1.1 to a point; thence easterly 29'± to a point; thence northerly 194'± along the westerly boundary of Tax Parcel ID No. 59.11-11-1.1 and across the Argo Boulevard right of way to a point; thence westerly 29'± along the southerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence northerly 127'± along the westerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence easterly 61'± along the northern boundary of Tax Parcel ID No. 59.11-6-16.11 to point; thence northerly 198'± along the westerly boundary of Tax Parcel ID No. 59.11-6-51.21 and across the right of way of Cardiff Road to a point; thence westerly 15'± along the northerly right of way of Cardiff Road and southerly boundary of Tax Parcel ID No. 59.11-2-12.21 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.11-2-12.21, 59.11-2-12.11, 59.11-2-11.1, 59.11-2-10.1, 59.11-2-9.1, & 59.11-2-8.1 to a point on the southerly right of way of Careleon Road; thence northerly 52'± across the Careleon Road right of way to a point; thence northerly 301'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-

3-10.1 and 59.11-3-8.11 to a point on the southerly right of way of Chepstow Road; thence northerly 50'± across the Chepstow Road right of way to a point; thence 301'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-21.1, 59.7-6-20, 59.7-6-19, 59.7-6-18, 59.7-6-17 & 59.7-6-16.1 to a point on the southerly right of way of Caldicott Road; thence 50'± northerly across the Caldicott Road right of way to a point; thence 149'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-15.1, 59.7-6-14.1 & 59.7-6-13 to a point on the southerly boundary of Tax Parcel ID No. 59.7-6-12; thence westerly 250'± to a point on the westerly boundary of Tax Parcel ID No. 59.7-6-12; thence northerly along the westerly boundary of Tax Parcel ID No. 59.7-6-12, 47'± to a point; thence easterly 249'± along the northerly boundary of Tax Parcel ID No. 59.7-6-12 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-11, 59.7-6-10 & 59.7-6-9 to a point on the southerly right of way of Butler Street; thence northeasterly 83'± across the Butler Street right of way to a point; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.7-1-34 to a point on the southerly right of way of Chrisler Avenue; thence 70'± southeasterly along the southerly right of way of Chrisler Avenue and the northerly boundary of Tax Parcel ID No. 59.7-1-34 to a point; thence southeasterly 502'± across the Hamburg Street right of way and northerly boundary of Tax Parcel ID Nos. 59.7-7-12.21 & 59.7-7-12.4 to a point on the southerly boundary of the Chrisler Avenue right of way; thence 37'± southerly along the easterly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence westerly 204'± along the southerly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence southerly 240'± across the Carman Street right of way and along the easterly boundary of Tax Parcel ID Nos. 59.7-7-11, 59.7-7-10.1, 59.7-7-9.1 & 59.7-7-8.1 to a point; thence westerly 46'± along the southerly boundary of Tax Parcel ID No. 59.7-7-8.1 to a point; thence southerly 79'± along the easterly boundary of Tax Parcel ID Nos. 59.7-7-7.1 and 59.7-7-6.1 to a point on the northerly right of way of 2nd Street; thence 51'± southerly across the 2nd Street right of way to a point; thence southerly 162'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-2.11 and 59.11-4-3.21 to a point; thence easterly 50'± along the northerly boundary of Tax Parcel ID No. 59.11-4-4.11 to a point; thence southerly 320'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-4.11, 59.11-4-4.21, 59.11-4-5, 59.11-4-6.1 & 59.11-4-7 to a point; thence westerly 94'± along the southerly boundary of Tax Parcel ID No. 59.11-4-7 to a point; thence southerly 109'± across the 3rd Street right of way and easterly boundary of Tax Parcel ID No. 59.11-7-3.11 to a point; thence easterly 94'± to point; thence southerly 365'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-7-3.11 and 59.11-7-4.1; thence along the boundary of Tax Parcel ID No. 59.11-7-4.1, westerly 121'± to a point; thence southerly 120'± along the easterly boundary of Tax Parcel ID No. 59.11-7-4.1 to a point; thence easterly 119'± along the northerly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point; thence southerly 59'± along the easterly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point on the northerly right of way of 4th Street; thence southerly 50'± across the 4th Street right of way to a point; thence southerly 599'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-12-1.1, 59.11-12-2.1, 59.11-12-3.1, 59.11-12-4.1, 59.11-12-5.1, 59.11-12-6.1, 59.11-12-7.1, 59.11-12-8.1, 59.11-12-9.1, 59.11-12-10.1, 59.11-12-12.11 & 59.11-12-13.1 to a point on the northerly boundary of 5th Street; thence southerly 49'± across the 5th street right of way to a point; thence southerly 397'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-2-8.11, 59.15-2-6.1, 59.15-2-5.1, 59.15-2-4.1, 59.15-2-3.1 & 59.15-2-2.1 to a point; thence 150'± easterly along the northerly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point on the westerly right of way of First Avenue; thence southerly 201'± along the westerly right of way of First Avenue and easterly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point; thence westerly 62'± to a point on the easterly boundary of Tax Parcel ID No. 59.15-2-1.1; thence southerly 99'± to a point on the northerly right of way of East Campbell Road; thence northwesterly along the northerly right of way of East Campbell Road 76'± to a point; thence southerly 126'± across the East Campbell Road right of way and along the easterly boundary of Tax

Parcel ID No. 59.15-5-1.1 to a point; thence easterly 41'± to a point; thence southerly 81'± along the easterly boundary of Tax Parcel ID No. 59.15-5-1.1 to a point on the northerly right of way of May Avenue; thence 46'± southerly across the May Avenue right of way to a point on the easterly boundary of Tax Parcel ID No. 59.15-5-36; thence 252'± southerly along the easterly boundaries of Tax Parcel ID Nos. 59.15-5-36 and 59.15-5-35.1 to a point on the northerly right of way of William Street; thence westerly 77'± along the southerly boundary of Tax Parcel ID No. 59.15-5-35.1 and northerly right of way of William Street to a point; thence southerly 79'± across the William Street right of way and along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 50'± to point; thence southerly 66'± along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 1023'± along the northerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence the following three (3) courses and distances along the easterly boundary of Tax Parcel ID No. 59.15-9-17.1: 1) southerly 152'± to a point; 2) easterly 128'± to a point; 3) southerly 514'± to a point on the southerly boundary of Tax Parcel ID No. 59.15-9-17.1; thence westerly 217'± to a point; thence northerly 1298'± along the southerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence westerly 75'± along the southerly boundary of Tax Parcel ID No. 59.15-9-16.1 to a point on the easterly right of way of Howell Street; thence westerly 51'± across the Howell Street right of way to a point; thence 86'± southerly along the easterly boundary of Tax Parcel ID No. 59.15-8-22.1 and westerly right of way of Howell Street to a point; thence westerly 52'± along the southerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence northerly 42'± along the westerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence westerly 144'± along the southerly boundary of Tax Parcel ID No. 59.15-8-21.1 and across the Stoodley Place right of way to a point; thence southerly 76'± along the easterly boundary of Tax Parcel ID No. 59.15-8-2.11 and westerly right of way of Stoodley Place to a point; thence westerly 67'± along the southerly boundary of Tax Parcel ID No. 59.15-8-2.11 to a point; thence southerly 708'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-8-2.11, 59.19-1-1.11, 59.19-1-1.31, 59.19-1-2.1, 59.19-1-3.1, 59.19-1-4.1 & 59.19-1-5.1 to a point; thence westerly 35'± along the southerly boundary of Tax Parcel ID No. 59.19-1-5.1 to a point; thence southerly 720'± along the easterly boundaries of Tax Parcel ID Nos. 59.19-1-6.1, 59.19-1-7.1, 59.19-1-8.11, 59.19-1-9.1 & 59.19-1-12.1 to a point on the northerly right of way of Knox Drive; thence westerly 93'± along the northerly right of way of Know Drive and southerly boundary of Tax Parcel ID No. 5.19-1-12.1 to a point; thence westerly 378'± to appoint; thence southerly 227'± across the Knox Drive right of way and along the easterly boundary of Tax Parcel ID No. 59.19-5-3.1 to a point; thence easterly 602'± along the northerly boundary of Tax Parcel ID No. 59.19-5-2.1 to a point; thence southerly 556'± along the easterly boundary of Tax Parcel ID Nos. 59.19-5-2.1, 71.7-1-1 & 71.7-1-3.1 to a point; thence westerly 242'± along the southerly boundary of Tax Parcel ID No. 71.7-1-3.1 to a point; thence 229'± southerly along the easterly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence westerly 678'± along the southerly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence southeasterly 295'± along the easterly boundary of Tax Parcel ID No. 71.7-1-6.111 to a point; thence southwesterly 206'± along the southerly boundary of Tax Parcel ID No. 71.7-1-6.111 and across the Curry Road right way to a point; thence southeasterly 282'± along the southerly right of way of Curry Road and northerly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southerly 443'± along the easterly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southeasterly 505'± along the northerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence westerly 173'± along the southerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence southerly 541'± along the easterly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence westerly 112'± to a point; thence southerly 91'± to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-11.2; thence westerly 198'± along the southerly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence 136'± southerly across the Marra Lane right of way and along the easterly right of way of 71.6-5-3.1 to a point; thence westerly 565'± along

the southerly boundaries of Tax Parcel ID Nos. 71.6-5-3.1 & 71.6-5-5.1 and across the New York State Thruway Spur to a point on the southerly boundary of Tax Parcel ID No. 71.6-5-6; thence continuing westerly 1163'± along the southerly boundary of Tax Parcel ID No. 71.6-5-6 and across the New York State Thruway (I-90) to a point on the southerly boundary of Tax Parcel ID No. 71.5-1-5.3; thence westerly 2263'± along the southerly boundary of Tax Parcel ID No. 71.5-1-5.3 to the point of **BEGINNING**.

Appendix C:
EDU Assignment

Table 1
Town of Rotterdam
Consolidated Sewer District #7
Proposed Properties & EDUs

Parcel No.	SBL	Property Class	Property Address	Owner Name	DS EDUs (FULL BUILDOUT)	O&M EDUs (FULL BUILDOUT)	DS EDUs (AS OF 9/10/2025)	O & M EDUs (AS OF 9/10/2025)	Metered	Unmetered
1	71.5-1-5.13	311	2200 Helderberg Ave	Lecce Independent Living LLC	434	434	0	0		NM
2	71.9-2-22	311	Helderberg Avenue	Lecce Senior Living, LLC	0	0	0	0		NM
3	71.5-1-36	552	Helderberg Avenue	Lecce Golf LLC	6.6	6.6	6.6	0	M	
4	71.5-3-111	311	111 Whispering Pines Way	Lecce Senior Living, LLC	1	1	1	1		NM (CO 7 25 25)
4	71.5-3-114	311	114 Whispering Pines Way	Lecce Senior Living, LLC	1	1	1	1		NM (CO 7 30 25)
4	71.5-3-115	210	115 Whispering Pines Way	Donald Cooke	1	1	1	1		NM (CO 5 7 25)
4	71.5-3-116	210	116 Whispering Pines Way	Nancy Lawton	1	1	1	1		NM (CO 2 28 25)
4	71.5-3-117	210	117 Whispering Pines Way	Robert Yando	1	1	1	1		NM (CO 1 31 25)
4	71.5-3-118	210	118 Whispering Pines Way	Clemments Irrevocable Trust	1	1	1	1		NM (CO 1 15 25)
4	71.5-3-119	210	119 Whispering Pines Way	Norman Ditoro	1	1	1	1		NM (CO 1 15 25)
4	71.5-3-120	210	120 Whispering Pines Way	Anna Valentino	1	1	1	1		NM (CO 1 15 25)
4	71.5-3-121	210	121 Whispering Pines Way	Barbara Lee Latvis	1	1	1	1		NM (CO 11 22 24)
4	71.5-3-122	210	122 Whispering Pines Way	Herman Family Irrevocable trust	1	1	1	1		NM (CO 11 22 24)
4	71.5-3-123	210	123 Whispering Pines Way	Elizabeth Griffin	1	1	1	1		NM (CO 10 29 24)
4	71.5-3-124	210	124 Whispering Pines Way	Janice Smith	1	1	1	1		NM (CO 10 29 24)
4	71.5-3-126	411	Helderberg Avenue	Lecce Senior Living, LLC	113	113	0	0		NM (REMAINING EXT #1 EDUs)
5	71.6-1-54	311	Ft Hunter Rd	Serafini Builder Inc., Anthony	0	0	0	0		NM
6	71.6-4-22	483	3140 Carman Rd	McDonald, Stephen D	1	1	1	1	M	
7	71.6-4-21.21	311	3156 Carman Rd	Malone, Lori-Anne	1	1	1	0		NM
8	71.6-3-32	210	3132 Carman Rd	Leone, Thomas C	1	1	1	1		NM
9	71.6-5-8.1	411	3111 Carman Rd	Pine Grove Apartments LLC	20	20	20	20		NM
10	71.6-5-9	411	3109 Carman Rd	Pine Grove Apartments LLC	20	20	20	20		NM
11	71.6-5-4	483	3159 Carman Rd	Adams, Michael J	2	2	2	0	M	
12	71.6-4-20.21	411	1175 Ft Hunter Rd	Fort Hunter Reserve, LLC	108	108	108	0		NM
13	71.6-4-19	210	3172 Carman Rd	Vagnier, Debra Ann	1	1	1	0		NM
14	71.6-5-5.2	411	3160 Marra Ln	Marra Lane Management, LLC	20	20	20	20		NM
15	71.6-5-6	426	300 Wayto Rd	Wayto Road Assoc., LLC	2	2	2	0	M - Guilderland	
16	71.6-4-16.4	485	1223 Ft Hunter Rd	Attanasio, Dean	5	5	5	0		NM
17	71.6-4-17.1	210	3184 Carman Rd	Attanasio, Dean	1	1	1	1		NM
18	71.6-4-18	210	3180 Carman Rd	Potter Steven	1	1	1	0		NM
19	71.6-5-3.1	411	3157 Carman Rd	Brothers Property Management , R a	32	32	32	0		NM
20	71.6-5-5.1	411	3164 Marra Ln	Raucci, John	20	20	20	0		NM
21	71.7-1-11.2	411	Marra Ln	Rotterdam Housing Dev Fund Co	50	50	50	0		NM
22	71.6-5-1.31	415	3081 Carman Rd	Carman Hospitality LLC	52.9	52.9	52.9	52.9	M	
23	71.6-5-10	411	3107 Carman Rd	Pine Grove Apartments, LLC	20	20	20	20		NM
24	71.6-5-2.4	465	3125 -3133 Carman Rd	3125 - 3133 Carman Road	1	1	1	1	M	
25	71.6-3-25	210	3092 Carman Rd	Leone, Dominick	1	1	1	1		NM
26	71.6-3-26	210	3096 Carman Rd	Gebhardt, Kurt M	1	1	1	0		NM
27	71.6-3-28	210	3100 Carman Rd	Haines, Robert P	1	1	1	0		NM

28	71.6-3-29	457	3108 Carman Rd	3108 Carman Road LLC	1	1	1	0		NM
29	71.6-3-31.1	170	3120 Carman Rd	Leone Dominick	1	1	1	1		NM
30	71.6-3-23.3	486	3088 Carman Rd	Obsidan ML 5 LLC	8.6	8.6	8.6	0	M	
~~31~~	~~71.6-3-23.3/1~~	~~331~~	~~3088 Carman Rd~~	~~Cumberland Farms, Inc~~ (DELETED)	~~0~~	~~0~~	~~0~~	~~0~~		~~NM~~
32	59.19-5-2.1	330	Hamburg St	NYS Assoc. Retarded Children	1	1	1	0		NM
33	71.7-1-2	450	3029 Hamburg St	3029 Hamburg Street LLC	1	1	1	0	M	
34	59.19-5-1.1	614	2999 Hamburg St	Schenectady Cty Com Mental	6	6	6	0	M	
35	71.7-1-1	311	Hamburg St	Fiano, Victor T	1	0	1	0		NM
36	71.7-1-6.111	486	3065 Hamburg St	Sunoco, LLC	1	1	1	1	M	
37	71.7-1-4.1	283	3049 Hamburg St	DIOP Properties LLC	2	2	2	2		NM
38	71.7-1-5	210	3057 Hamburg St	Fiano, Victor T	1	1	1	0		NM
39	59.18-4-23.1	620	3060 Hamburg St	Abounding Grace Christian Ch.	1	1	1	0		NM
40	71.7-1-3.1	210	3041 Hamburg St	Zyskowski, Mark J	1	1	1	0		NM
41	59.18-4-24.11	620	3040 Hamburg St	St. Gabriel the Archangel Ch.	3	3	3	3		NM
42	59.18-4-34.21	482	2988 Hamburg St	Marco, Frank T	2	2	2	2		NM
43	59.18-4-69	311	Hamburg St	Valentine, Michael A	0	0	0	0		NM
44	59.18-4-27	457	2976 Hamburg St	RU Hamburg Street LLC	1	1	1	1	M	
45	59.14-15-19	415	2788 Hamburg St	Shree Sai Hotel, Inc	20.3	20.3	20.3	20.3	M	
46	59.15-8-21.1	210	2783 Hamburg St	DiCocco, David A Sr	1	1	1	1		NM
47	59.14-15-20	210	2792 Hamburg St	Combs, Walter J	1	1	1	0		NM
48	59.14-15-21.1	210	2796 Hamburg St	Carlone, Bret	1	1	1	1		NM
49	59.15-8-2.11	210	204 Stoodley Pl	Galluzzo, John J	1	1	1	1		NM
50	59.19-1-1.11	220	2787-2789 Hamburg St	Flis, Joseph E	2	2	2	2		NM
51	59.19-1-3.1	210	2909 Hamburg St	Kerzick, Delphine Ann	1	1	1	1		NM
52	59.19-1-2.1	220	2905-2907 Hamburg St	Viscusi, Mark	2	2	2	2		NM
53	59.19-1-1.31	484	2793 Hamburg St	Viscusi, Dino	1	1	1	1	M	
54	59.19-1-4.11	210	2917 Hamburg St	McGuire, Mike	1	1	1	1		NM
54A	59.19-1-4.12	311	Hamburg Street	McGuire, Mike (ADDED VIA SUBDIVISION)	1	1	1	0		
55	59.19-1-5.1	482	2925 Hamburg St	Battaglino Group, LLC	1	1	1	1	M	
56	59.19-1-6.1	482	2933 Hamburg St	Battaglino Group, LLC	1	1	1	1	M	
57	59.18-4-32.1	411	2950 Hamburg St	Urbano, Fabio L	4	4	4	4		NM
~~58~~	~~59.18-4-67~~	~~311~~	~~Hamburg St~~	~~Urbano, Fabio L~~ (DELETED)	~~0~~	~~0~~	~~0~~	~~0~~		~~NM~~
59	59.18-4-31.3	311	Hamburg St	Ciampino, Daniel	1	0	1	0		NM
60	59.19-1-7.1	330	2945 Hamburg St	Primax Properties	1	1	1	1		NM
61	59.19-1-8.11	210	2953 1/2Hamburg St	Dhanraj, Rajendra	1	1	1	0		NM
62	59.19-1-8.21	484	2953 Hamburg St	M & R Dhanraj Ent LLC	1	1	1	0	M	
63	59.18-4-29.1	210	2958 Hamburg St	Rudesheim, Sandra L	1	1	1	1		NM
64	59.18-4-28	210	2968 Hamburg St	Campagnano Family Irrev Trust	1	1	1	1		NM
65	59.19-1-9.1	283	2957 Hamburg St	Hamburg St Assoc	2	2	2	0		NM
66	59.19-1-10.1	220	2967 Hamburg St	Carmon, Omari M	2	2	2	0		NM
67	59.19-1-11.1	210	2971 Hamburg St	Jarrett, Nicole Annemarie	1	1	1	0		NM
68	59.19-1-12.1	210	2975 Hamburg St	Wehmeyer, William J	1	1	1	1		NM
69	59.19-5-3.1	281	2981 Hamburg St	PurdyHomes LLC	3	3	3	0		NM
70	59.15-9-18.11	620	2739 Hamburg St	Historic Building Preservation	2.1	2.1	2.1	0	M	
71	59.15-9-16.1	464	2775 Hamburg St	Sousa, Shirley	2	1	2	1	M	
72	59.15-8-22.1	484	2779 Hamburg St	Ramdeen Lilawattie	1	1	1	1		NM
73	59.14-15-17.11	331	2784 Hamburg St	Shree Sai Hotel, Inc	1	0	1	0		NM

74	59.14-15-16.11	482	2780 Hamburg St	Titan Valley Developers, Inc	11	11	11	11		NM
75	59.15-1-9	210	2770 Hamburg St	Wang, Churen	1	1	1	0		NM
76	59.15-1-8.11	210	2746 Hamburg St	Peloquin, Emily	1	1	1	0		NM
77	59.15-1-7.1	210	2742 Hamburg St	Pattiram, Outram	1	1	1	0		NM
78	59.15-1-4.1	542	2710 Hamburg St	Mundy Enterprises Inc	1.3	1.3	1.3	0	M	
79	59.15-9-19.21	484	2703 Hamburg St	Putorti, Michael D	2	2	2	2	MM	
80	59.15-1-6.111	486	2740 Hamburg St	Stewart's Shops Corp	6	6	6	6	M	
81	59.15-9-18.311	485	2727 Hamburg St	2727 Hamburg Street Plaza Inc	8.2	8.2	8.2	0	M	
82	59.15-9-17.1	612	Hamburg St	Mohonasen Central School Distr	5.9	5.9	5.9	0	M	
83	59.15-5-35.1	484	2697 Hamburg St	Pervezbutt, Shahzad Khurram	3	3	3	3	M	
84	59.15-5-36	461	2695 Hamburg St	First National Bank of Scotia	1	1	1	1	M	
85	59.15-1-2.1	436	2706 Hamburg St	Newberry Enterprizes LLC	5.6	5.6	5.6	0	M	
86	59.15-5-1.1	423	2675 Hamburg St	Van Nguyen, John	1.3	1.3	1.3	0	M	
87	59.15-1-1.11	457	2696 Hamburg St	Highbridge Develop Rt 146 LLC	9.6	9.6	9.6	0	M	
88	59.15-2-1.1	615	Hamburg St (2639)	Town of Rotterdam	0	0	0	0		NM
89	59.15-2-8.11	484	2617 Hamburg St	2617 Hamburg LLC	1.1	1.1	1.1	0	M	
90	59.11-12-2.1	210	2505 Hamburg St	Caldarazzo, Rose	1	1	1	0		NM
91	59.11-12-3.1	210	2509 Hamburg St	Caldarazzo, Rose	1	1	1	0		NM
92	59.11-12-1.1	210	2501 Hamburg St	Caldarazzo, Rose	1	1	1	1		NM
93	59.11-7-6.1	210	2457 Hamburg St	McGuire, Michael P	1	1	1	0		NM
94	59.11-6-16.11	425	2460 Hamburg St	Play By Play Sports Bar Grill	3.1	3.1	3.1	0	M	
95	59.11-11-1.1	450	2516 Hamburg St	Arec 8, LLC	1	1	1	1	M	
96	59.11-12-4.1	485	2513-2519 Hamburg St	Guidarelli, Michael J	4.1	4.1	4.1	4.1	M	
97	59.11-12-5.1	465	2521 Hamburg St	Soule', Scott S	1	1	1	0		NM
98	59.11-12-6.1	312	2529 Hamburg St	Putnam, Richard W	1	1	1	0		NM
99	59.11-12-8.1	210	2537 Hamburg St	Sutherland, Jeal	1	1	1	0		NM
100	59.11-12-7.1	210	2533 Hamburg St	Putnam, Richard W	1	1	1	0		NM
101	59.11-12-9.1	210	2541 Hamburg St	Jackson, Veronica	1	1	1	0		NM
102	59.11-12-10.1	220	2545 Hamburg St	McGuire, Catherine	2	2	2	0		NM
103	59.11-12-12.11	210	2553 Hamburg St	Romano, Ronald P	1	1	1	1		NM
104	59.11-12-13.1	483	2557 Hamburg St	2557 Hamburg Street LLC	1	1	1	1	M	
105	59.11-11-2.1	485	2654 Hamburg St	BLS Plaza, LLC	2	2	2	2	M	
106	59.11-11-3.1	485	2666 Hamburg St	2666 Hamburg St LLC	2.9	2.9	2.9	2.9	M	
107	59.15-2-6.1	483	2621 Hamburg St	Kane, Michael	3	3	3	0		NM
108	59.15-2-5.1	210	2625 Hamburg St	Housel, Kyle	1	1	1	0		NM
109	59.15-2-3.1	210	2633 Hamburg St	Silver, Bradford R T	1	1	1	1		NM
110	59.15-2-4.1	484	2629 Hamburg St	Mason, Michael J	1	1	1	1		NM
111	59.11-11-4.1	422	2688 Hamburg St	Andrikopoulos, Peter	2.9	2.9	2.9	0	M	
112	59.11-11-5.1	484	2692 Hamburg St	2692 Hamburg Street LLC	7.3	7.3	7.3	0	M	
113	59.15-2-2.1	210	2637 Hamburg St	Baty, Bethany	1	1	1	1		NM
114	59.11-11-6.1	311	Hamburg St	Town of Rotterdam	0	0	0	0		NM
115	59.15-1-1.21	662	2694 Hamburg St	County of Schenectady	2.1	2.1	2.1	2.1	M	
116	59.18-4-33.11	695	Hamburg St	St. Adelbert's Cemetary	0	0	0	0		NM
117	59.11-3-10.1	210	2358 Hamburg St	MooToo, Beenta	1	1	1	1		NM
118	59.11-2-9.1	210	2418 Hamburg St	Badger, Michael T	1	1	1	0		NM
119	59.11-2-8.1	210	2414 Hamburg St	Riccio, Jeffrey A	1	1	1	1		NM
120	59.11-2-10.1	210	2422 Hamburg St	Pasqualitti, Benjamin H	1	1	1	0		NM

121	59.11-2-11.1	210	2428 Hamburg St	Half Pint Investments, LLC	1	1	1	0		NM
122	59.11-6-51.21	311	Cardiff Rd	McGuire, Michael	1	1	1	0		NM
123	59.11-2-12.21	484	2432 Hamburg St	DiGiuseppe, Donna M	1.1	1.1	1.1	0	M	
124	59.11-2-12.11	210	2430 Hamburg St	Picou, Tenny S	1	1	1	0		NM
125	59.11-7-3.11	662	Hamburg St	Fire District #3	1	1	1	1		NM
126	59.11-7-4.1	486	2415 Hamburg St	SIDHU Properties Inc.	1	1	1	1	M	
127	59.11-4-6.1	210	2337 Hamburg St	Reynolds, Todd J	1	1	1	0		NM
128	59.11-4-3.21	210	2313 Hamburg St	Ramroop, Motilal	1	1	1	0		NM
129	59.11-4-2.11	210	2305 Hamburg St	Romroop,Kaimchan	1	1	1	0		NM
130	59.7-6-16.1	210	2302 Hamburg St	Cruz, Felipe S	1	1	1	1		NM
131	59.7-6-17	210	2306 Hamburg St	Rickson, Eric D Sr	1	1	1	0		NM
132	59.7-6-18	210	2310 Hamburg St	Herwig, Kaitlyn	1	1	1	1		NM
133	59.7-6-19	210	2314 Hamburg St	Hamilton, Cindy L	1	1	1	0		NM
134	59.11-4-4.11	210	2319 Hamburg St	Mai, Thanh	1	1	1	0		NM
135	59.11-4-5	210	2329 Hamburg St	Boniecki Thomas J	1	1	1	0		NM
136	59.11-4-4.21	210	2323 Hamburg St	Lieu, Kevin N	1	1	1	0		NM
137	59.11-4-7	210	2345 Hamburg St	Vrana, Michael R	1	1	1	0		NM
138	59.11-3-8.11	620	Hamburg St	Electric City Baptist Church	1	1	1	1		NM
139	59.7-6-21.1	210	202 Chepstow Rd	Shaw, Amanda	1	1	1	1		NM
140	59.7-6-20	210	2318 Hamburg St	Banardo, Angela	1	1	1	0		NM
141	59.7-6-9	210	2238 Hamburg St	Bacon, Joan	1	1	1	0		NM
142	59.7-6-10	210	2248 Hamburg St	Diegel, James F	1	1	1	1		NM
143	59.7-6-11	210	2252 Hamburg St	Edwards, Jeremiah R	1	1	1	1		NM
144	59.7-6-14.1	220	2266 Hamburg St	Ruzza, Catherine	2	2	2	2		NM
145	59.7-6-13	210	2260 Hamburg St	Santuccione, Amanda Marie	1	1	1	0		NM
146	59.7-6-15.1	220	2274 Hamburg St	Rodriguez, Miguel A	2	2	2	2		NM
147	59.7-7-6.1	220	2275 Hamburg St	Ramroop, Ryan	2	2	2	0		NM
148	59.7-7-7.1	210	2271 Hamburg St	Gibbons, Nadia	1	1	1	1		NM
149	59.7-7-9.1	220	2265 Hamburg St	Polsinelli, Biagio	2	2	2	0		NM
150	59.7-7-10.1	220	2259 Hamburg St	Polsinelli, Biago	2	2	2	0		NM
151	59.7-7-8.1	210	2267 Hamburg St	Mathura, Narinda Andy	1	1	1	0		NM
152	59.7-7-11	210	2251 Hamburg St	Vrooman, Michael David	1	1	1	0		NM
153	59.7-7-12.21	210	2231 Hamburg St	Johan, Matthews	1	1	1	0		NM
154	59.7-7-12.1	210	2237 Hamburg St	2237 Hamburg Street LLC	1	1	1	0		NM
155	59.7-1-34	210	198 Butler St	Chagnon, Richard A Sr	1	1	1	1		NM
156	59.7-6-12	210	2256 Hamburg St	Senecal, Christopher	1	1	1	1		NM
157	59.7-7-12.4	484	2263 First St	2267 First Street LLC	4	4	4	0	M	
158	59.18-4-26.21	632	2984 Hamburg Street	Loggia Gabriele D'Annunzio Ordine	1	1	1	1		NM
				Totals:	**1173**	**1169**	**626**	**261.3**		

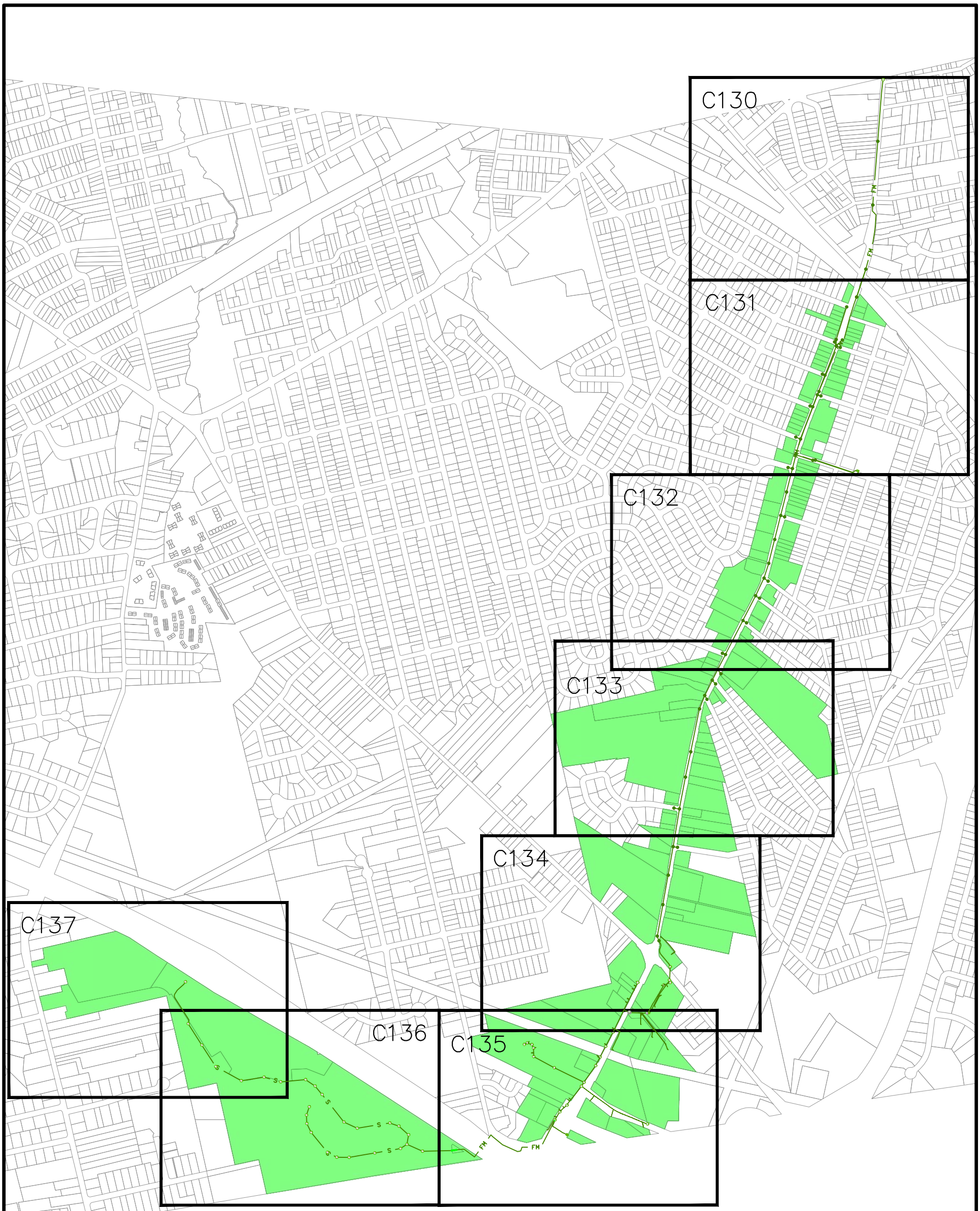
Summary Table Full Buildout			
	Total Parcels	**Debt Service EDUs**	**O&M EDUs**
SD #7	127	234.9	230.9
Ext #1	5	565.6	565.6
Ext #2	25	372.5	372.5
Consolidated	157	1173	1169

Summary Table as of September 10, 2025			
	Total Parcels	**Debt Service EDUs**	**O&M EDUs**
SD #7	127	234.9	110.4
Ext #1	5	18.6	12
Ext #2	25	372.5	138.9
Consolidated	157	626	261.3

Town of Rotterdam Equivalent Dwelling Unit (EDU) Formula:

Single Family Residential Parcels - One (1) EDU
Multiple Family Residence or Apartment - One (1) EDU per dwelling unit
Commercial/Industrial Users - One (1) EDU per 75,000 gallons of annual water consumptior
Vacant Parcels - One (1) EDU
Municipality owned properties 0 EDUs.
Utility properties 0 EDUs.
Cemeteries 0 EDUs.

Appendix D:
Consolidated Sewer District Infrastructure Maps



0 1000 2000 3000

ORIGINAL SCALE 1"=1000'

S SANITARY SEWER

FM FORCE MAIN

DRAFT
05/17/2023

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585-454-6110
labellapc.com
C.A. NUMBER:
GEOLOGICAL: 018750
LAND SURVEYING: 017976
PROFESSIONAL ENGINEERING: 018281

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

ISSUED FOR: REVIEW

DRAWING NAME: **KEY MAP**

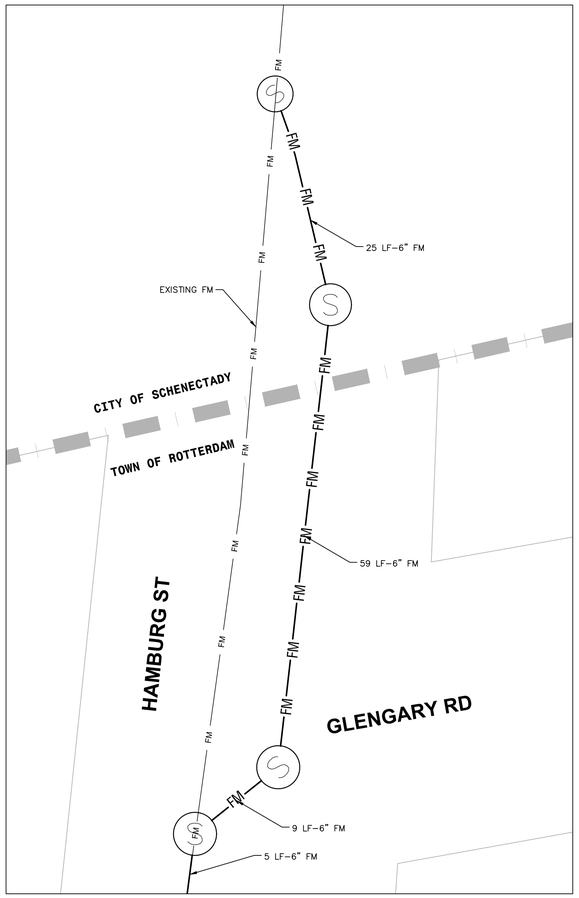
DRAWN BY:

DATE: 05/17/2023

PROJECT NO.: 2230312

PROJECT NAME: **SEWER DISTRICT #7 CONSOLIDATION**
TOWN OF ROTTERDAM

DRAWING NUMBER:



2 / C130 UPDATE

SCALE: 1"=10'

NOTE:
IMPROVEMENTS ARE MADE AS PART OF THE SD#7 HAMBURG STREET SEWER DISTRICT IMPROVEMENT PROJECT COMPLETED IN 2023.

MAP REFERENCE:
1. MAP ENTITLED HAMBURG STREET SAFETY IMPROVEMENTS, AS–BUILT REVISIONS PREPARED BY THE CHAZEN COMPANIES, DATED 05/30/2018.

1 / C130 SEWER INFRASTRUCTURE MAP

SCALE: 1" = 100'

MATCH LINE – SEE SHEET C131

0 100 200 300

ORIGINAL SCALE 1"=100'

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EXP: EXP:

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

SD#7 CONSOLIDATION & RELATED EXTENSIONS
TOWN OF ROTTERDAM

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 220312
DRAWN BY:
REVIEWED BY:
ISSUED FOR: REVIEW
DATE: 05/17/2023
DRAWING NAME:

EXISTING SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C130

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5/17/2023 2:05:53 PM

2 / C131 UPDATE FOURTH STREET PUMP STATION FORCE MAIN - CLEANOUT STRUCTURE

SCALE: 1" = 60'

NOTE:
IMPROVEMENTS ARE MADE AS PART OF THE SD#7 HAMBURG STREET SEWER DISTRICT IMPROVEMENT PROJECT COMPLETED IN 2023.

MAP REFERENCE:
1. MAP ENTITLED HAMBURG STREET SAFETY IMPROVEMENTS, AS–BUILT REVISIONS PREPARED BY THE CHAZEN COMPANIES, DATED 05/30/2018.

1 / C131 SEWER INFRASTRUCTURE MAP

SCALE: 1" = 100'

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05/17/2023

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EXP: EXP:

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

SD#7 CONSOLIDATION & RELATED EXTENSIONS
TOWN OF ROTTERDAM

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 220312
DRAWN BY:
REVIEWED BY:
ISSUED FOR: REVIEW
DATE: 05/17/2023
DRAWING NAME:

EXISTING SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C131

VERSION: 23.0
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5/17/2023 7:21:56 AM EDT

MAP REFERENCE:
1. MAP ENTITLED HAMBURG STREET SAFETY IMPROVEMENTS, AS–BUILT REVISIONS PREPARED BY THE CHAZEN COMPANIES, DATED 05/30/2018.

1 / C132 SEWER INFRASTRUCTURE MAP
SCALE: 1" = 100'

0 100 200 300
ORIGINAL SCALE 1"=100'

N

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EXP: EXP:

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

It is a violation of New York Education Law Art, 145 Sec. 7209 & Art, 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

SD#7 CONSOLIDATION & RELATED EXTENSIONS
TOWN OF ROTTERDAM

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 220312
DRAWN BY:
REVIEWED BY:
ISSUED FOR: REVIEW
DATE: 05/17/2023
DRAWING NAME:

EXISTING SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C132

VERSION: 23.2
C:\Projects\rotterdam, town of\220312 - sd#7 consolidation & related extensions\06_drawings\Civil\01_C130_220312_SITE.dwg
5/17/2023 2:57:56 PM

MAP REFERENCE:
1. MAP ENTITLED HAMBURG STREET SAFETY IMPROVEMENTS, AS–BUILT REVISIONS PREPARED BY THE CHAZEN COMPANIES, DATED 05/30/2018.
2. MAP ENTITLED HAMBURG STREET SEWER DISTRICT EXTENSION #2 – CARMAN ROAD BY WM J. KELLER AND SONS CONSTRUCTION CORP., DATED 05/26/2023.

1 / C133 SEWER INFRASTRUCTURE MAP
SCALE: 1" = 100'

0 100 200 300
ORIGINAL SCALE 1"=100'

N

DRAFT 05/17/2023

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EXP: EXP:

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

SD#7 CONSOLIDATION & RELATED EXTENSIONS
TOWN OF ROTTERDAM

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 220312
DRAWN BY:
REVIEWED BY:
ISSUED FOR: REVIEW
DATE: 05/17/2023
DRAWING NAME:

EXISTING SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C133

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5/17/2023 2:02:51 PM

MAP REFERENCE:
1. MAP ENTITLED HAMBURG STREET SAFETY IMPROVEMENTS, AS–BUILT REVISIONS PREPARED BY THE CHAZEN COMPANIES, DATED 05/30/2018.
2. MAP ENTITLED HAMBURG STREET SEWER DISTRICT EXTENSION #2 – CARMAN ROAD BY WM J. KELLER AND SONS CONSTRUCTION CORP., DATED 05/26/2023.

1 / C134 SEWER INFRASTRUCTURE MAP

SCALE: 1" = 100'

0 100 200 300

ORIGINAL SCALE 1"=100'

N

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SD#7 CONSOLIDATION & RELATED EXTENSIONS
TOWN OF ROTTERDAM

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 220312

DRAWN BY:

REVIEWED BY:

ISSUED FOR: REVIEW

DATE: 05/17/2023

DRAWING NAME:

EXISTING SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C134

VERSION: 2023
DATE: 5/17/2023 7:03:31 AM
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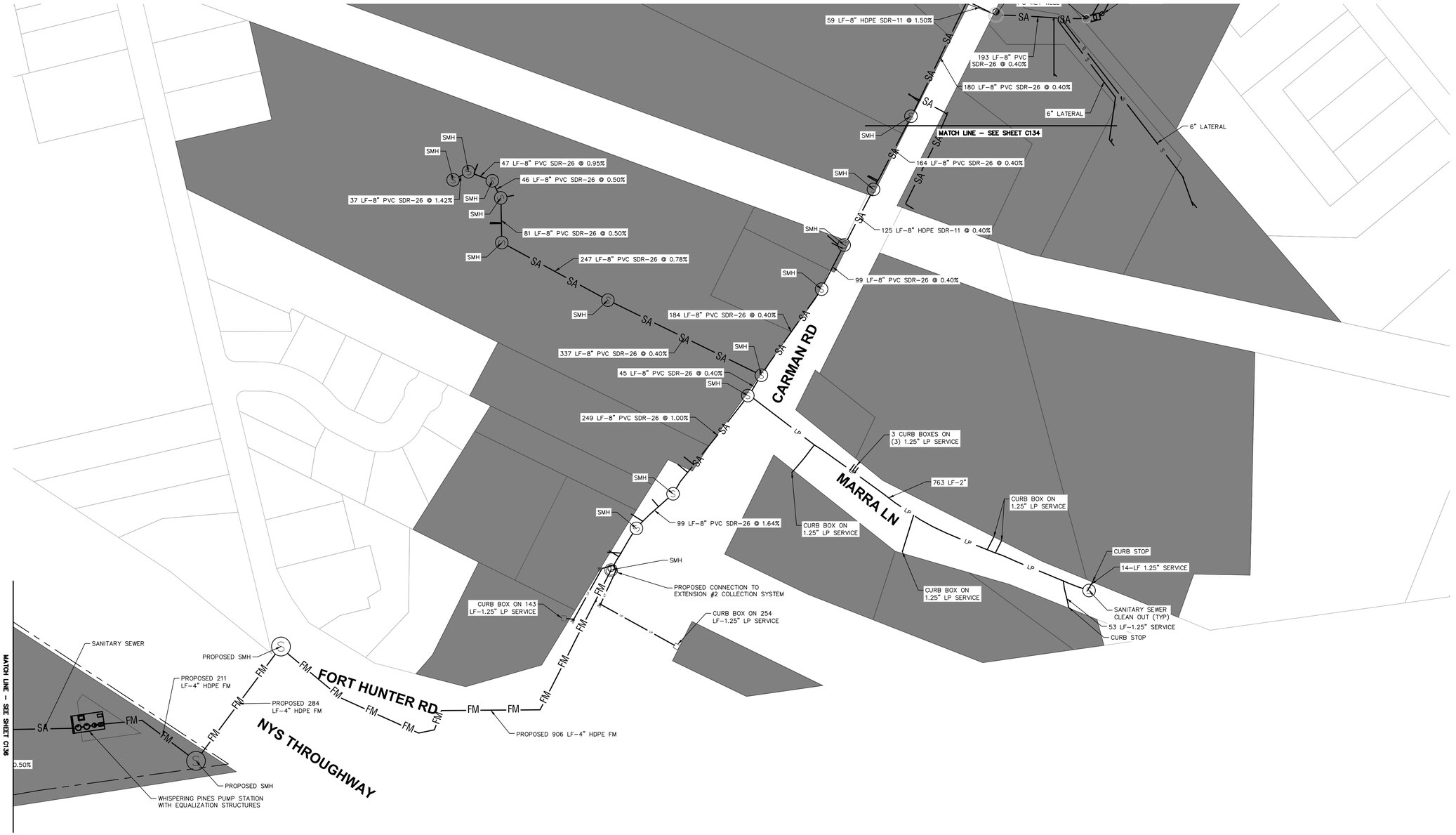

MAP REFERENCE:
1. MAP ENTITLED HAMBURG STREET SEWER DISTRICT EXTENSION #2 – CARMAN ROAD BY WM J. KELLER AND SONS CONSTRUCTION CORP., DATED 05/26/2023.
2. MAP ENTITLED LECCE LAND DEVELOPMENT WHISPERING PINES SENIOR HOUSING BY BRETT L. STEENBURGH, P.E. PLLC, DATED 07/31/2022.

1 / C135 SEWER INFRASTRUCTURE MAP
SCALE: 1" = 100'

0 100 200 300
ORIGINAL SCALE 1"=100'

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SD#7 CONSOLIDATION & RELATED EXTENSIONS
TOWN OF ROTTERDAM

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 220312
DRAWN BY:
REVIEWED BY:
ISSUED FOR: REVIEW
DATE: 05/17/2023
DRAWING NAME:

EXISTING AND PROPOSED SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C135

VERSION: 2021
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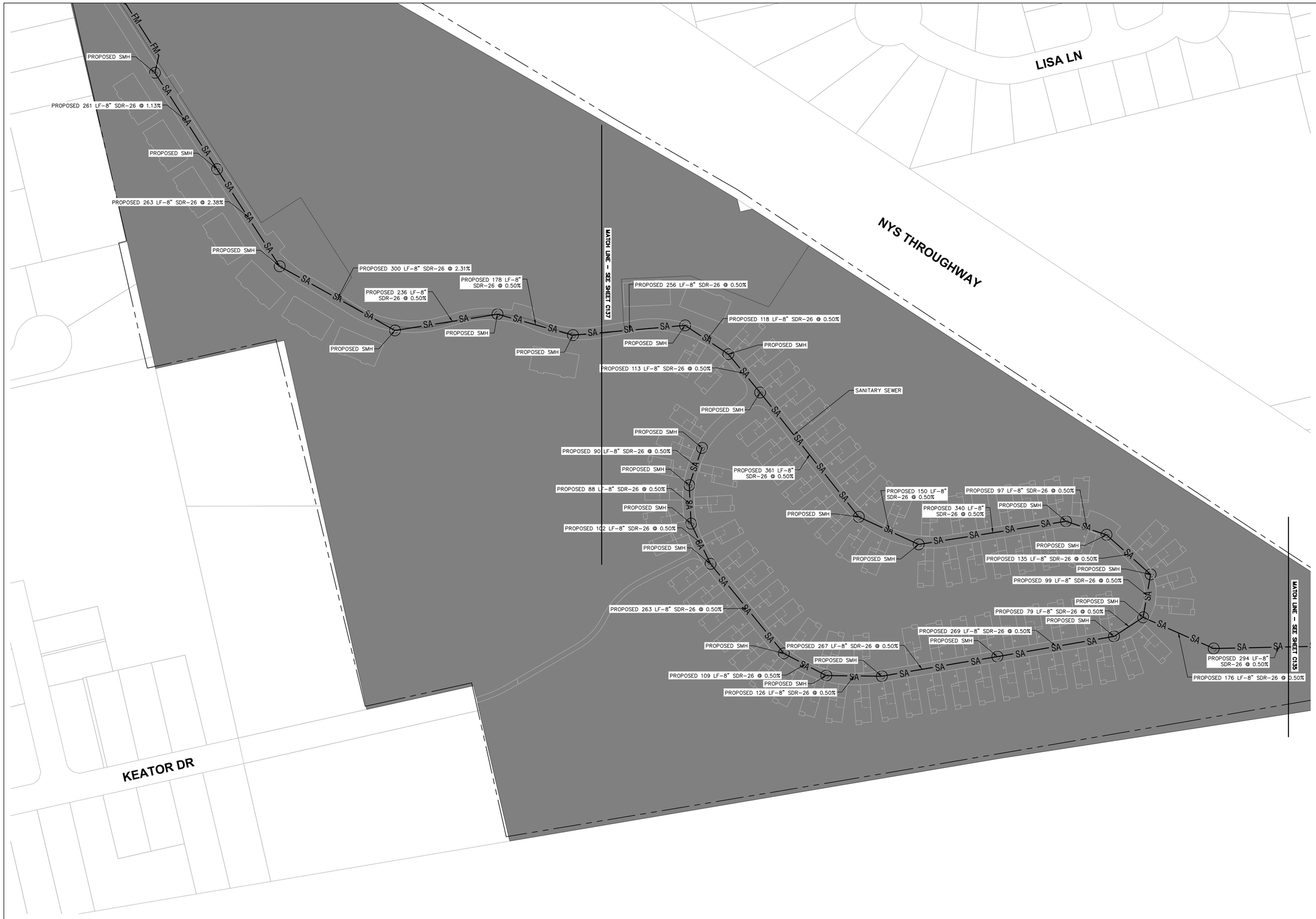

MAP REFERENCE:
1. MAP ENTITLED LECCE LAND DEVELOPMENT WHISPERING PINES SENIOR HOUSING BY BRETT L. STEENBURGH, P.E. PLLC, DATED 07/31/2022.

1 / C136 SEWER INFRASTRUCTURE MAP

SCALE: 1" = 100'

0 100 200 300

ORIGINAL SCALE 1"=100'

N

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TOWN OF ROTTERDAM

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PROJECT NUMBER: 220312

DRAWN BY:

REVIEWED BY:

ISSUED FOR: REVIEW

DATE: 05/17/2023

DRAWING NAME:

PROPOSED SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C136

VERSION: 2
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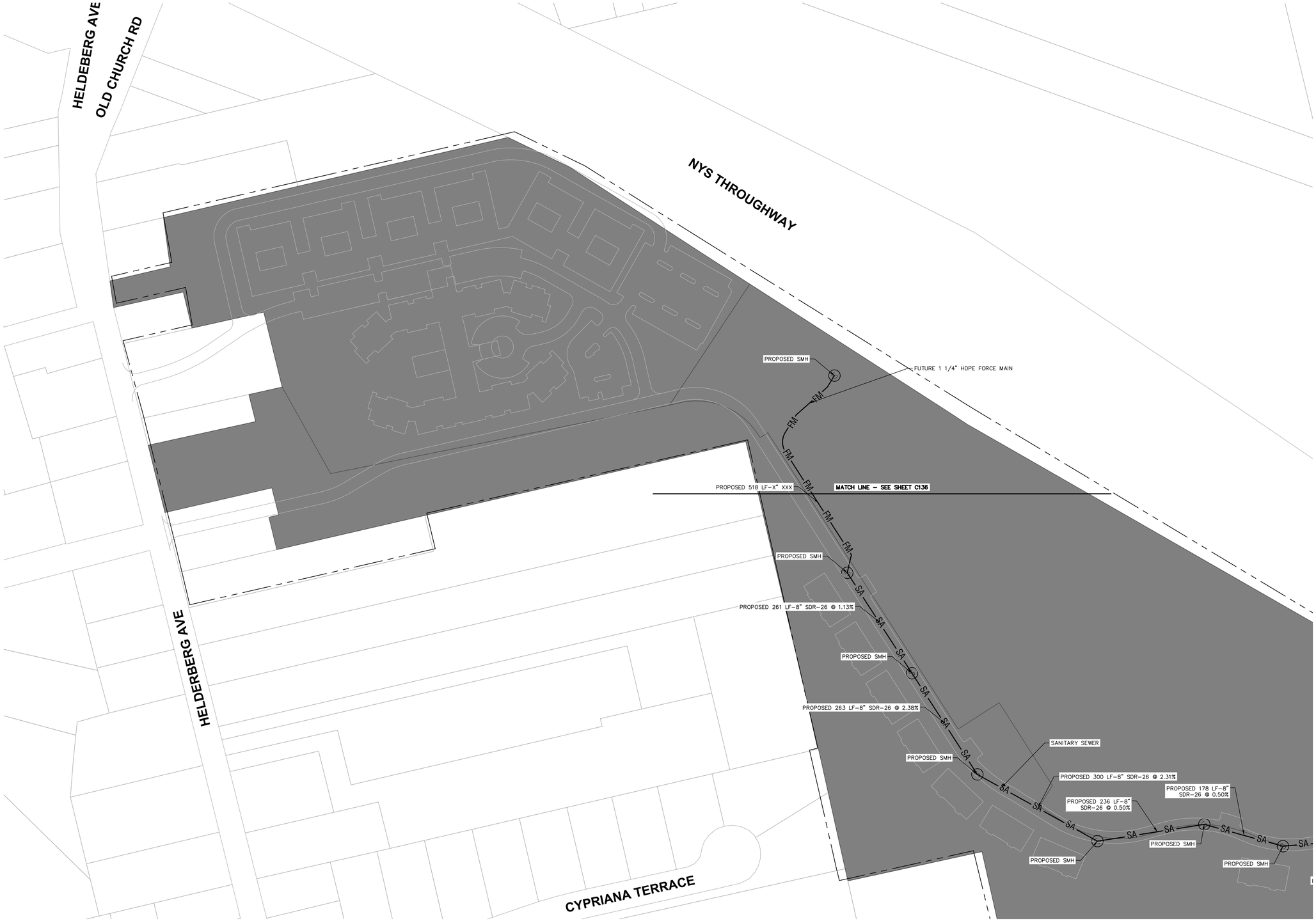

MAP REFERENCE:
1. MAP ENTITLED LECCE LAND DEVELOPMENT WHISPERING PINES SENIOR HOUSING BY BRETT L. STEENBURGH, P.E. PLLC, DATED 07/31/2022.

1 / C137 SEWER INFRASTRUCTURE MAP
SCALE: 1" = 100'

0 100 200 300
ORIGINAL SCALE 1"=100'

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CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM

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PROJECT NUMBER: 220312
DRAWN BY:
REVIEWED BY:
ISSUED FOR: REVIEW
DATE: 05/17/2023
DRAWING NAME:

PROPOSED SEWER INFRASTRUCTURE MAP

DRAWING NUMBER:

C137

VERSION: 2023
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5/17/2023 7:25:54 AM

Appendix E:
City of Schenectady Intermunicipal Agreement and City Water and Sewer Rates

SEWER AGREEMENT
CITY OF SCHENECTADY & TOWN OF ROTTERDAM

THIS AGREEMENT, made the 14th day of July, 2021, by and between the **City of Schenectady**, a municipal corporation with principal offices at 105 Jay Street, Schenectady, New York 12305 (hereinafter the "City"), and the **Town of Rotterdam**, a municipal corporation with principal offices at 1100 Sunrise Boulevard, Rotterdam, New York 12306 (hereinafter the "Town):

WITNESSESTH:

WHEREAS, the Town of Rotterdam has formed and operates Sewer District's 3, 4, 5-A, 6-A and 7 to provide for the collection and treatment of sanitary sewage within the portions of the Town of Rotterdam served by said districts, and

WHEREAS, the City of Schenectady maintains and operates a wastewater treatment plant for the treatment of sewage, which plant has sufficient capacity to treat the sewage collected within the aforesaid sewer districts operated by the Town of Rotterdam; and

WHEREAS, the City of Schenectady, as the control authority is required to implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to the requirements set out in 40 CFR Part 403, and the applicable statutes, rules, and regulations of the State of New York; and

WHEREAS, the Town of Rotterdam, as a contributing jurisdiction hereby aggress to adopt a sewer use ordinance that subjects any industrial user within its boarders to the necessary pretreatment controls and hereby authorizes the City of Schenectady to implement and enforce that sewer use ordinance, as herein provided:

NOW THEREFORE, in consideration of one dollar ($1.00) paid by the Town to the City, and in further consideration of the terms, covenants and conditions herein set forth, the City and the Town hereby agrees as follows:

SECTION I. ADOPTION OF SEWER USE LOCAL LAW

1. The Town of Rotterdam adopted "Chapter 230, Sewer" and a part of the Code of the Town of Rotterdam, as required by the previous sewer agreement between the parties.

SECTION II. ENFORCEMENT AS ADMINSTRATOR

2. a. Except as otherwise herein expressly provided, the Town of Rotterdam will enforce its sewer use local law and town board resolutions where the effluent is discharged by the Town's sewer system into the City's sewer system.

b. The Town of Rotterdam hereby designates the City of Schenectady as an agent of the Town of Rotterdam for the purpose of carrying out the implementation and enforcement of the Town of Rotterdam's sewer use local law. It is therefore expressly agreed that the City of Schenectady may take action under the Town of Rotterdam's sewer use local law that could be taken by the Town, including but not limited to the enforcement of said local law in courts of law after consultation with the corporation counsel and the town attorney.

c. The Town of Rotterdam hereby agrees it shall adopt pollutant specific limits, which address the same pollutant parameters and are at least as stringent as the local limits set forth in the City of Schenectady Sewer Use Ordinance, as are more particularly set for the in Section VI of this Agreement. In the event the City of Schenectady makes any revisions or additions to said local limits, it shall forward a copy of any such revisions or additions to the Town of Rotterdam, which shall adopt any such revisions or additions within forty five (45) days of receipt thereof through the year 2022.

3. a. Upon the terms hereinafter set forth, the City of Schenectady on behalf of and as agent for the Town of Rotterdam, may provide for and/or perform the technical and administrative services and duties necessary to implement and enforce the Town of Rotterdam's sewer use local law. The services, which the City of Schenectady may provide, include, but are not expressly limited to the following:

(i) Update of industrial waster survey;
(ii) Issuance of permits to industrial users required to obtain a permit;
(iii) Conduct inspections, sampling and analysis;
(iv) Take any appropriate enforcement action as outlined in the City of Schenectady's Enforcement Response Plan (ERP) and provided for in the Town of Rotterdam's sewer use local law; or
(v) Perform or provide for such other technical or administrative duties or services as the parties shall deem necessary and appropriate.

b. In addition, the City of Schenectady may, as the agent of the Town of Rotterdam, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health and welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through or sludge contamination.

c. The Town of Rotterdam shall not permit any industrial user located outside the jurisdictional boundaries of the Town of Rotterdam to discharge into its sewer system, unless and until the Town of Rotterdam and the City of Schenectady have entered into an agreement with the jurisdiction in with such industrial user is located, the terms of such agreement shall be substantially equivalent to this Agreement and it shall be in effect prior to any discharge being received from such industrial user.

SECTION III. SCOPE OF SERVICE

4. The Town has created and operates sewer districts known and designated as Sewer Districts Numbers 3, 4, 5-A, 6-A and 7, which will provide for the collection of commercial and residential sanitary sewage within the service areas as are more particularly described in Exhibit "A", annexed hereto.

5. The City hereby agrees to accept sanitary sewage from Sewer Districts Numbers 3, 4, 5-A, 6-A and 7 for treatment at its wastewater treatment plant upon the terms and conditions set forth herein.

SECTION IV. CITY OF SCHENECTADY'S OBLIGATIONS

6. The City agrees to provide and make available, pursuant to the terms and conditions herein set forth, sufficient capacity to serve the Town's sewer districts, and its sanitary sewer interception system from the following connections (a) at Manhole, Kings Road through the Woodlawn Pump Station to the City Wastewater Treatment Plant , (b) District 3, (c) District 4, (d) District 5-A, at Broadway to Olean Street through the North Ferry Street Pump Station to the City's Wastewater Treatment Plant, (e) District 6-A five (5) businesses on Highbridge Road and (f) District 7 Hamburg Street, and related extensions.

7. The City shall make sewer, pump station and wastewater treatment plant capacity available to the Town sufficient to accept the following discharges:

a) District 6-A: Not exceeding 6,500 gal per day
b) District 5-A: Not exceeding 6,500 gal per day
c) District 3: Not exceeding 68 parcels with a total of 70 sewer units on Vischer Avenue, Stanton Street and Guilderland Avenue; four (4) metered commercial users as well as 100% of metered water use at Draper Loft Apartments
d) District 4: Eight (8) residential sewer units and the Dutch Manor Nursing and Rehab Centre
e) District 7: Hamburg Street (49,000 gpd), including Extension No. 1 (Whispering Pines) (68,312 gpd), Extension No. 2 (Carmen Road) (67,240 gpd) and Extension No. 3 (Curry Road East and West) (37,105 gpd)

SECTION V. TOWN OF ROTTERDAM'S OBLIGATIONS

8. Prior to executing this agreement, the Town has obtained at its own cost and expense, map(s), plan(s), and or report(s) and any engineering study(ies) prepared by the Chazen Companies, which the Town and City have accepted.

9. The Town of Rotterdam shall, entirely at its own cost and expense, construct and maintain the necessary trunk, sewer, and all related facilities, equipment and appurtenances needed to collect and convey wastewater from the Town's Sewer Districts to the City's existing sewers, which shall include, but not be limited to, the construction and maintenance of the connection to the City's sewer main.

10. The Town shall for Districts 5-A, 6-A and 7 install and maintain, at its own expense, flow meters or hour meters, sampling, testing and analytical devices of types and in locations to be approved by the City for the purpose of measuring volume, rate of flow and the characteristics of the wastewater discharged into the City sewer system by the Town. The City shall have access to said meters and devices at all times for purposes of inspection, reading and testing and the Town will, at its own expense, test, adjust, repair and replace said meters and devices at the request of the City from time to time. Flow meters shall be checked annually by the manufacturer for accuracy and a written report provided to the City. All meters, testing or analytical devices installed shall be in accordance with specifications established by the City's Commissioner of General Services, Director of Water and Wastewater or designated agent. All metering equipment (either flow meters or hour meters) currently in place or required herein are to be installed and tested for accuracy within ninety (90) days of the date of this Agreement.

11. a. The parties agree that it is appropriate and necessary to obtain baseline readings for biochemical oxygen demand (BOD) and total suspended solids (TSS). To obtain said baseline, during the first year following execution herein, the Town agrees to take samples and have the same tested for both BOD and TSS for four (4) periods of three (3) consecutive days each to be selected by the City. The City agrees to give fourteen (14) days' notice of any time period when samples are to taken.

b. The Town agrees that, whenever the City becomes aware of any circumstance that may reasonably be expected to adversely impact the sewage flow from the Town, to conduct whatever testing may be reasonably required by the City and necessary to either resolve the adverse impact or appropriately accommodate the same. In furtherance of this section, the Town agrees to require any entity (including, but not limited to, the Rotterdam Industrial Park) to notify the Town of any new occupant, tenant, or change of use that may impact either the flow or contents of sewage that may flow to the City, and to provide all such information to the City.

c. The City has the right to conduct, at its own cost and expense, any survey that it may deem appropriate to acquire any information relevant to the operation of sewage treatment facilities. If requested, the Town will assist in said process.

d. Excessive I&I is defined as the amount exceeding one hundred twenty (120) gallons per capita per day during dry weather and two hundred seventy five (275) gallons per capita per day during wet weather. This study shall be performed within one (1) year from date of which the agreement is signed. If it is determined that excessive I&I exists, the Town shall provide the City with a plan and expeditious schedule to reduce I&I from entering the sewer system.

12. Except as otherwise provided in this agreement, any sampling required pursuant to the terms of this agreement for Districts 5-A and 6-A shall be performed by the Town of Rotterdam, entirely at its own cost and expense.

SECTIONS VI. HYDRAULIC, ORGANIC & INORGANIC LOADINGS

13. The wastewater received from the Town shall not contain Hydraulic, Organic or inorganic loadings in excess of the following concentrations, unless prior written approval is obtained from the City of Schenectady's Commissioner of General Services, Director of Water and Wastewater, or designated agent:

a. Waste containing more than three hundred (300) milligrams per liter of five day biochemical oxygen demand (BOD);
b. Waste containing more than three hundred fifty (350) milligrams per littler of total suspended solids;
c. Waste containing more than one hundred sixty (160) milligrams per littler of total organic carbon;
d. Waste containing more than five hundred (500) milligrams per liter of chemical oxygen demand;
e. Wastewater in volumes constituting greater than six thousand five hundred (6,500) gallons per day (gpd) for District 5-A, and 6,500 gpd for District 6-A, of effluent to the City of Schenectady's Publicly Owned Treatment Works (POTW).
f. Wastewater in volumes constituting greater than forty nine thousand (49,000) gallons per day (gpd) for District 7 Hamburg Street; sixty seven thousand two hundred forty gallons per day (67,240/gpd) for District 7, Extension No. 2 (Carmen Road); thirty seven thousand one hundred five gallons per day (37,105/gpd) for District 7, Extension No. 3 (Curry Road East and West); and sixty eight thousand three hundred twelve gallons per day (68,312/ gpd) for District 7, Extension No.1 (Whispering Pines).

SECTION VII. SERVICE CHARGES

14. a. The Town of Rotterdam shall pay the City of Schenectady for all wastewater discharged and accepted pursuant to this Agreement at the applicable outside city rates effective at the time of discharge for District Numbers 3, 4, 5-A and 6-A; subject however to the following maximum discharges; District 3 and 4- N/A; District 5-A, 6,500 gallons per day (gpd); District 6-A, 6,500 gallons per day (gpd), District 7, 221,657 gallons per day (gpd). In addition, the Town shall be responsible for additional surcharges or administration expenses, as hereinafter set forth.

b. The Town of Rotterdam shall be responsible for any and all expenses incurred by reason of any expansion, improvement or modification of the existing treatment plant, North Ferry Street Pump Station or the Woodlawn Pump Station as shall be necessary to implement this agreement.

c. For each Significant Industrial User (SIU) within the service areas covered by this agreement, the Town of Rotterdam shall pay to the City of Schenectady, in addition to all other charges specified herein, an annual fee, for administration and enforcement of the pretreatment program, in the amount of Six Thousand Nine Hundred Seven Dollars and Twenty-

Seven cents ($6,907.27) per SIU. A SIU is defined as, "Any industrial user of the City's wastewater disposal system who has flow greater than five percent (5%) of the flow in the City's wastewater treatment system; has in his wastes toxic pollutants as defined pursuant to section 307 of the Clean Water Act or New York State statutes and regulations; is found by the City, or New York State Department of Environmental Conservation (NYSDEC) or the United States Environmental Protection Agency (EPA), to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of residuals, the system's effluent quality or air emissions generated by the system; or is a categorical industry as defined by the US EPA."

d. It is further agreed that in the event any business served pursuant to this agreement shall cease operation, the Town shall take a final water reading, shut off the water service to the facility and notify the City of Schenectady in writing of that action. The Town shall remain liable for daily minimum volumes until the City is so notified.

e. In the event that a private developer fails to pay the City for the required connection fees, the Town of Rotterdam shall pay the City of Schenectady a one-time connection fee of two hundred and fifty dollars ($250.00) for each residential unit and four hundred dollars ($400.00) for each commercial unit connected to the Town's sewer system which delivers flow to the City's sewer system. The town shall levy whatever outstanding fees are due and owing to the subject property in accordance with the Code of the Town of Rotterdam, Chapter 230, entitled "Sewers".

15. In addition to the aforesaid charges, the Town shall pay surcharges for delivery of sewage at excessive rates of flow and/or strength in accordance with the following schedule:

a. For each calendar month in which the average of all Total Suspended Solids (TSS) analysis exceeds a concentration of 350 milligrams per liter, the sum of $756.33 per ton of excess Suspended Solids.

b. For each calendar month in which the average of all Biochemical Oxygen Demand (BOD) analysis exceeds a concentration of 300 milligrams per liter, the sum of $552.22 per ton of excess Biochemical Oxygen Demand.

c. It is agreed that samples upon which analyses are to be performed shall be 24 hour composite samples.

SECTION VIII. BILLING & PAYMENT OF SERVICE CHARGES

16. The City will bill the Town annually on April 1st for charges incurred in accordance with Section VII of this agreement during the period from January 1st though December 31st of the prior year. In addition, payment shall be made for any additional expenses incurred pursuant to this agreement during the prior calendar year. The Town shall provide to the City all meter readings as shall be required to calculate annual billing no later than February 28th of each year.

17. a.) The Town shall pay all bills rendered by the City within thirty (30) days of receipt of same and shall collect such charges from those benefiting by the facilities provided by the City in such manner, consistent with law, as it shall determine. Any amount not paid within said thirty day (30) period shall bear interest at the rate of 1.5% per month.

SECTION IX. AVAILABILITY OF RECORDS

18. The town shall make available to the City, upon request, current data relative to the number and type of connections to its sewage system and analyses of industrial wastewater flows, if any.

SECTION X. FUTURE CAPITAL IMPROVEMENTS

19. The rates stated herein contemplate all capital improvements that the City contemplates will be required within the next five years. The capital improvements being considered are being designed and sized, in part, in anticipation that the Town will be generating the flows stated above. It is anticipated that the City, to pay for said capital improvements will issue bonds and amortize the cost of said improvements over a period of 20 years (the anticipated useful life of the improvements). In the event that the Town terminates this contract and/or discontinues the delivery of sewage to the City during the life of the bonds referenced above, the Town shall pay to the City an amount equal to the portion of the debt attributable to sewage flowing from the Town to the City.

It is mutually agreed that in the event the City shall undertake any major repair, improvement, expansion or replacement of facilities within the Woodlawn Pump Station or the North Ferry Street Pump Station or any portion of the collection system from the Town's connection at the Manhole on Kings Road to the Woodlawn Pump Station, the connection at Broadway to Olean Street; or the City is directed or ordered by any valid authority to provide a higher degree of treatment in the future, or to otherwise modify the process contemplated at the time of execution of this agreement, the parties hereby agree that the Town of Rotterdam shall share all costs and expenses associated therewith. The Town of Rotterdam's share of such costs shall be determined based upon the portion of the total wastewater/sewage treated at the City of Schenectady Wastewater Treatment Plant, which is contributed by or is attributable to the Town of Rotterdam, as calculated on an annual flow basis.

20. In the event the Town elects to expand any of its Sewer Districts beyond the area initially served and such expansion requires the construction of pump station(s) or below ground equalization tanks, or any other similar capital expenditure, then the Town shall be responsible for one hundred (100%) percent of the costs of the same.

21. To the extent that wastewater/sewage contributed by the Town contains excess amount of BOD, total suspended solids (TSS), or other pollutants, the processing of which requires additional capital expenditures for repairs, replacement, upgrading or expansion of the City's facilitates, then such expense shall be the responsibility of the Town.

22. All rates and any charges or fees payable by the Town to the City pursuant to the agreement will automatically be adjusted on January 1st of each year (commencing in 2022) by the percent change in the Consumer Price Index (C.P.I.-U), as published by the U.S. Department of Commerce. The amount of the adjustment will be determined by the percent (%) change in the annual CPI-U. The percent change will be computed by comparing the index figure for the month of November immediately proceeding preceding the contract commencement year with the index figure published for the month of November immediately preceding the year in which the adjustment is to occur. The new Rate and CPI shall be computed as follows:

New Rate (NR) = Old Rate (OR) x (1 + ((C-Co)/Co)).

C = Current "Consumer Price Index for Urban-NE Consumers: U.S. Cities Average (CPI-U-NE)" as published by the U.S. Department of labor, Bureau of Labor Statistics for the month of November in the year within which the adjustment is to occur.

Co = Consumer Price Index for Urban-NE Consumers: U.S. cities Average (CPI-U-NE) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of November in the year immediately preceding the year in which the adjustment is to occurs. (For November, 2020, the year that will be used as the "preceding year" for calculating the 2022 rates, the CPI as referenced is (273.543).

The rates stated herein are based upon very rough estimates of the amount of sewage from each sewer district. As outlined in paragraph 10 above, the town will be installing meters to measure flow. If after one year from installation of the flow meters or hour meters it is determined that the flow is significantly (significant being more than 15%) different from the estimates, then the rates will be adjusted.

SECTION XII. EXPANSION OF SERVICE AREA

23. The service area of the Town's sewer districts as described and/or shown on the map annexed as Exhibit "A" shall not be expanded without the express written consent of the City.

SECTION XIII. TERM OF CONTRACT

24. a. This contract shall be in effect for a term of five (5) years from the date of its execution by the parties, unless terminated pursuant to this agreement or by the mutual consent of the parties.

b. Unless either party shall notify the other in writing at least one (1) year prior to the initial expiration date of the existing agreement, then said agreement shall automatically be renewed and extended for an additional term of five (5) years subject to the terms and conditions hereinafter provided relative to the renegotiation and adjustment of said rates, unless either party shall notify the other in the manner provided above of its intention not to renew such agreement.

c. Written notice requesting renegotiation of the rates herein provided may be given by either party to the other. If given to the City by the Town, it shall be sent to the Commissioner of General Services and Director of Water and Wastewater; and if given by the City, it shall be sent to the Town Clerk and the Town Supervisor of the Town of Rotterdam.

d. In the event the City shall notify the Town in accordance with this paragraph that it elects not to renew this agreement, then the Town shall be entitled to an extension of the term of this agreement, subject to the terms and conditions herein provided for renegotiation and adjustment of rates, for an additional period, the duration of which shall be equal to the time required for the Town to complete construction or expansion of its own wastewater treatment facility, provided, however, that such additional period shall not exceed five (5) years.

SECTION XIV. OTHER EXPENSES

25. Except as otherwise stated herein, the Town shall be exclusively responsible for and shall pay for and hold harmless and indemnify the City for the cost of any and all inspections, studies, evaluations, environmental impact statements or other similar expenses, which shall be incurred or requested by any state or federal agency in connection with the design, approval and implementation of this agreement. It is further expressly agreed that the Town shall indemnify and hold harmless the City, including the reimbursement of reasonable attorneys' fees, from any litigation or other action initiated by third parties in opposition to the design, development, construction and operation of Sewer Districts within the Town of Rotterdam and/or the implementation of this Agreement, provided that such litigation or other action does not arise out of the City's actions or omissions.

SECTION XV. SEVERABILITY/LIMITATIONS

26. In the event any item, paragraph, sentence or phrase of this agreement shall be declared unconstitutional or invalid for any reason by any court of competent jurisdiction the remaining terms and provisions hereof shall remain effective.

27. The parties further acknowledge and agree that the City shall have no liability financial or otherwise, to the Town of Rotterdam, its successors or assigns, or any other person or entity, by reason of its inability to accept wastewater as contemplated by the terms of this agreement which shall be due to any failure of its equipment, governmental action, natural disaster or public emergency.

28. The Parties agree that they will review and revise this Agreement to ensure compliance with Federal Clean Water Act (42 USC §1251 et. seq.) and rules and regulation (40 CFR Part 403) issued hereunder, as shall be necessary but at least once every five (5) years, on a date to be determined by the Parties.

29. The City of Schenectady as the Control Authority may terminate this Agreement by providing 90 days written notice to the Town of Rotterdam, by reason of any failure to

comply with USEPA standards or pursuant to the City's Sewer Use Ordinance. All benefits and obligations under this Agreement will cease following 90 days from the receipt of such notice.

30. If the authority of the City of Schenectady to act as agent for the Town of Rotterdam under this Agreement is questioned by an industrial user, court of law or otherwise, the Town of Rotterdam shall take whatever action necessary to ensure the implementation and enforcement of its sewer use local law against industrial users, including but not limited to, implementing and enforcing its sewer use local law on its own behalf and/or amending this Agreement to clarify the City of Schenectady's authority. In the event the Town of Rotterdam shall fail to take such action, the City of Schenectady shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officials the date and year first above written.

CITY OF SCHENECTADY

Gary R. McCarthy
Mayor

TOWN OF ROTTERDAM

Steven A. Tommasone
Town Supervisor

STATE OF NEW YORK }
COUNTY OF SCHENECTADY } **ss.**
CITY OF SCHENECTADY }

On this 14th day of July 2021, before me, the subscriber, personally appeared **Gary R. McCarthy**, to be personally known, who, being by me duly sworn, did depose and say, that he resides in the City of Schenectady, New York, the municipal corporation described in and he executed the foregoing instrument; that he knows the corporate seal of the City; that the seal affixed to this instrument is that corporate seal; that it was affixed pursuant to Section 55 of the Second Class Cities Law of the State of New York and by authorization of the Council of the City of Schenectady pursuant to Resolution No. 2021 - 133 adopted, and that he signed his name thereto by like order.

Notary Public, State of New York

ANDREW BENJAMIN KOLDIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KO6353906
Qualified in Schenectady County
My Commission Expires 01-30-2025

STATE OF NEW YORK }
COUNTY OF SCHENECTADY } **ss.**
TOWN OF ROTTERDAM }

On this 8th day of July 2021, before me, personally came **Steven A. Tommasone** to me known, did depose and say, that he resides in the Town of Rotterdam; that he is the **Town Supervisor** of the Town of Rotterdam, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed and that he signed his name thereto.

Notary Public, State of New York

JODY BINKLEY
Notary Public, State of New York
No. 01BI5028035
Qualified in Schenectady County
Commission Expires May 23, 2022

Appendix A

Sewer District Descriptions and Rate Schedule

Sewer District 3

Locations:

Tax Map #	Address	# of Units	Description
48.19-11-10	842 Vischer Avenue	2	2 Family House
48.19-11-11	846 Vischer Avenue	1	
48.19-11-12	850 Vischer Avenue	2	2 Family House
48.19-11-13	854 Vischer Avenue	1	
48.19-11-14	858 Vischer Avenue	1	
48.19-11-15	862 Vischer Avenue	1	
48.19-11-16	866 Vischer Avenue	1	
48.19-11-2	806 Vischer Avenue	1	
48.19-11-3	810 Vischer Avenue	1	
48.19-11-4	818 Vischer Avenue	1	
48.19-11-5	824 Vischer Avenue	1	
48.19-11-6	826 Vischer Avenue	2	2 Family House
48.19-11-7	830 Vischer Avenue	2	2 Family House
48.19-11-8	834 Vischer Avenue	1	
48.19-11-9	838 Vischer Avenue	1	
48.19-18-1	902 Vischer Avenue	1	
48.19-18-2	906 Vischer Avenue	1	
48.19-18-3	910 Vischer Avenue	1	
48.19-18-4	914 Vischer Avenue	1	
48.19-18-5.1	918 Vischer Avenue	1	
48.19-18-6	922 Vischer Avenue	1	
48.19-18-7	926 Vischer Avenue	1	
48.19-18-8	Vischer Avenue	0	Vacant
48.19-18-9	938 Vischer Avenue	1	
48.20-1-1	845 Vischer Avenue	0	Vacant
48.20-1-10	921 Vischer Avenue	1	
48.20-1-11	925 Vischer Avenue	1	
48.20-1-12	929 Vischer Avenue	1	
48.20-1-13	Vischer Avenue	0	Vacant
48.20-1-14	937 Vischer Avenue	1	
48.20-1-15	941 Vischer Avenue	1	
48.20-1-16	945 Vischer Avenue	1	

48.20-1-17	949 Vischer Avenue	1	
48.20-1-18	957 Vischer Avenue	2	2 Family House
48.20-1-19	965 Vischer Avenue	2	2 Family House
48.20-1-20	969 Vischer Avenue	1	
48.20-1-21	973 Vischer Avenue	1	
48.20-1-22	977 Vischer Avenue	1	
48.20-1-23	981 Vischer Avenue	1	
48.20-1-24	985 Vischer Avenue	1	
48.20-1-25	2541 Guilderland Avenue	260,790 gallons	Based on Metered Water
48.20-1-26	2539 Guilderland Avenue	0	Parking Lot
48.20-1-27	2513 Guilderland Avenue	22,100 gallons	Based on Metered Water
48.20-1-4	861 Vischer Avenue	2	2 Family House
48.20-1-5	865 Vischer Avenue	1	
48.20-1-6	905 Vischer Avenue	1	
48.20-1-7	909 Vischer Avenue	1	
48.20-1-8	913 Vischer Avenue	2	2 Family House
48.20-1-9	917 Vischer Avenue	1	
48.20-2-1	901 Draper Avenue	450,000 gallons	Based on Metered Water
48.20-2-18	2636 Stanton Street	230,000 gallons	Part of Draper Loft Apartments
48.20-2-19	2634 Stanton Street	1	
48.20-2-2	976 Vischer Avenue	1	
48.20-2-20	2639 Stanton Street	1	
48.20-2-21	2626 Stanton Street	1	
48.20-2-22	2622 Stanton Street	1	
48.20-2-23	2618 Stanton Street	1	
48.20-2-3	980 Vischer Avenue	1	
48.20-2-4	984 Vischer Avenue	2	2 Family House
48.20-2-5	988 Vischer Avenue	1	
48.20-3-27	2502 Guilderland Avenue	1	
48.20-3-28	2510 Guilderland Avenue	1	
48.20-3-29	2516 Guilderland Avenue	1	
48.20-3-31.11	Guilderland Avenue	0	Vacant
48.20-3-31.12	2530 Guilderland Avenue	4	3 Apts/1 Shop
48.20-3-36.1	2554 Guilderland Avenue	1	
48.20-3-37	2548 Guilderland Avenue	1	
48.20-3-38	2544 Guilderland Avenue	258,810 gallons	Based on Metered Water
	Total Residential Units	70	Plus 5 Metered Users
	Total Properties	63	

- Sewer District 3 Outside Unmetered Residential Rate of four hundred twenty-six and 11/100 dollars ($426.11)/ per unit annually
- Sewer District 3 Outside Metered Rate of three and 40/100 dollars ($3.40)/per one thousand (1000 gallons), plus forty-two and 74/100 dollars ($42.74) per property annually

Sewer District 4

Location: Hamburg Street (properties located between Chism Street and Glengary Road)

Number of Properties: 5

Tax Map Nos.: 49.19-6-21
49.19-6-22
49.19-6-23
49.19-6-24
49.19-5-3

Total Number of Units: Eight (8) residential units

- Sewer District 4 Outside unmetered residential rate four hundred twenty-six and 11/100 ($426.11)/per unit annually

The Dutch Manor Nursing and Rehad Centre

- Total number of full time employees x forty three and 64/100 dollars ($43.64), plus total number of beds x one hundred sixty one and 29/100 dollars ($161.29) annually
- Note: The total number of full time employees = total number of part time employees/two (2), plus the total number of full time employees

Sewer District 5-A (Metered Rate)

Location: Rotterdam Industrial Park (Former Army Depot)

Number of Properties/Users: See attached map of Sewer District 5-A

Sewer District 5-A Outside Metered Rate of three and 40/100 dollars ($3.40)/per one thousand (1,000) gallons, plus two thousand seven hundred seventy and 16/100 dollars ($2,770.16) annually.

Sewer District 6-A (Metered Rate)

Location: Highbridge Road

Number of Properties: 5

Tax Map Nos.:		
	59.19-4-2.1	Time Warner
	59.20-6-6	Highbridge Pizza
	59-20-6-7	Highbridge and Cream
	59.20-6-9.21	Cumberland Farms
	59.20-9-2	Viscusi – Casa Visco

Amount of Waste Generated:		
	Time Warner	737,250 gallons
	Highbridge Pizza	645,000 gallons
	Highbridge and Cream	331,500 gallons
	Cumberland Farms	75,000 gallons
	Casa Visco	588,000 gallons

Sewer District 6-A Outside Metered Rate of three and 40/100 dollars ($3.40)/per one thousand (1000) gallons, plus four hundred twenty-six and 11/200 dollars ($426.11) annually.

Sewer District 7 (Hamburg Street)

59.15-5-1.1	Richard Leszczynski	2675 Hamburg Street
59.15-5-35.1	Chu Ren Wang	2697 Hamburg Street
59.15-5-36	First National Bank of Scotia	2695 Hamburg Street
59.15-8-2.11	John Galluzzo	204 Stoodley
59.15-8-21.1	David DiCocco	2783 Hamburg Street
59.15-8-22.1	Kathleen Carroll	2779 Hamburg Street
59.15-9-16.1	Julian Housel	2775 Hamburg Street
59.15-9-17.1	Mohonasen School District	Hamburg Street
59.15-9-18.11	Victory Christian Church Inc.	2739 Hamburg Street
59.15-9-18.311	2727 Hamburg Street Plaza Inc	2727 Hamburg Street
59.15-9-19.21	Michael Putorti	2703 Hamburg Street
59.18-4-23.1	Abounding Grace Christian Church	3060 Hamburg Street
59.18-4-24.11	St. Gabriel the Archangel Church	3040 Hamburg Street
59.18-4-26.211	D'Annunzio Ordine Figli D'Ital, Loggia Gabriele	2984 Hamburg Street
59.18-4-27	RU Hamburg Street LLC	2976 Hamburg Street
59.18-4-28	Campagnano Family Irrev Trust	2968 Hamburg Street

59.18-4-29.1	Sandra Rudesheim	2958 Hamburg Street
59.18-4-31.3	Daniel Ciampino	Hamburg Street
59.18-4-32.1	Fabio Urbano	2950 Hamburg Street
59.18-4-33.11	St. Adelbert's Cemetery	Hamburg Street
59.18-4-34.211	Frank Marco	2988 Hamburg Street
59.18-4-67	Ugo Popolizio	Hamburg Street
59.19-1-1.11	Joseph Flis	2787-2789 Hamburg Street
59.19-1-1.31	Dino Viscusi	2793 Hamburg Street
59.19-1-10.1	Fabio Urbano	2967 Hamburg Street
59.19-1-11.1	Thomas Skorupski	2971 Hamburg Street
59.19-1-12.1	Dorothy Meysner	2975 Hamburg Street
59.19-1-2.1	Mark Viscusi	2905-2907 Hamburg Street
59.19-1-3.1	Delphine Ann Kerzick	2909 Hamburg Street
59.19-1-4.1	Mike McQuire	2917 Hamburg Street
59.19-1-5.1	RCZES LLC	2925 Hamburg Street
59.19-1-6.1	RCZES LLC	2933 Hamburg Street
59.19-1-7.1	Emilo Pennacchia	2945 Hamburg Street
59.19-1-8.11	Rajendra Dhanraj	2953 1/2 Hamburg Street
59.19-1-8.21	Rick Ramsey	2953 Hamburg Street
59.19-1-9.1	James Wilson	2957 Hamburg Street
59.19-5-1.1	Schenectady Co Comm Mental	2999 Hamburg Street
59.19-5-2.1	NYS Assoc Retarded Children	Hamburg Street
59.19-5-3.1	William Joseph Purdy	2981 Hamburg Street
59.7-1-34	Richard Chagnon	198 Butler Street
59.7-6-10	James Diegel	2248 Hamburg Street
59.7-6-11	Jeremiah Edwards	2252 Hamburg Street
59.7-6-12	Christopher Senecal	2256 Hamburg Street
59.7-6-13	Amanda Marie Santuccione	2260 Hamburg Street
59.7-6-14.1	Frank Ruzza	2266 Hamburg Street
59.7-6-15.1	Miguel Rodriguez	2274 Hamburg Street
59.7-6-16.1	Felipe Cruz	2302 Hamburg Street
59.7-6-17	Eric Rickson	2306 Hamburg Street
59.7-6-18	Kenneth Sherman	2310 Hamburg Street
59.7-6-19	Cindy Hamilton	2314 Hamburg Street
59.7-6-20	Angela Banardo	2318 Hamburg Street
59.7-6-21	Dian Diotte	202 Chepstow Road
59.7-6-9	Joan Bacon	2238 Hamburg Street
59.7-7-10.1	Vincenza Polsinelli	2259 Hamburg Street
59.7-7-11	Michael David Vrooman	2251 Hamburg Street
59.7-7-12.1	Michele GilChrist	2237 Hamburg Street

59.7-7-12.21	Toni Bascue	2231 Hamburg Street
59.7-7-6.1	Stephen Trestick	2275 Hamburg Street
59.11-11-1.1	AREC 8 LLC	2516 Hamburg Street
59.11-11-2.1	BLS Plaza, LLC	2654 Hamburg Street
59.11-11-3.1	David Kniskern	2666 Hamburg Street
59.11-11-4.1	Peter Andrikopoulos	2688 Hamburg Street
59.11-11-5.1	2692 Hamburg Street LLC	2692 Hamburg Street
59.11-12-1.1	Rose Caldarazzo	2501 Hamburg Street
59.11-12-10.1	Catherine McGuire	2545 Hamburg Street
59.11-12-12.11	Ronald Romano	2553 Hamburg Street
59.11-12-13.1	Ronald Romano	2557 Hamburg Street
59.11-12-2.1	Rose Caldarazzo	2505 Hamburg Street
59.11-12-3.1	Rose Caldarazzo	2509 Hamburg Street
59.11-12-4.1	Michael Guidarelli	2513-2519 Hamburg Street
59.11-12-5.1	Scott Soule	2521 Hamburg Street
59.11-12-6.1	Richard Putnam	2529 Hamburg Street
59.11-12-7.1	Richard Putnam	2533 Hamburg Street
59.11-12-8.1	Julian Housel	2537 Hamburg Street
59.11-12-9.1	Kevin Denny	2541 Hamburg Street
59.11-2-10.1	Jordan Alburger	2422 Hamburg Street
59.11-2-11.1	Half Pint Investments, LLC	2428 Hamburg Street
59.11-2-12.11	Tenny Picou	2430 Hamburg Street
59.11-2-12.21	Toni Bascue	2432 Hamburg Street
59.11-2-8.1	Jeffery Riccio	2414 Hamburg Street
59.11-2-9.1	Gregory Helf	2418 Hamburg Street
59.11-3-10.1	Beenta Mootoo	2358 Hamburg Street
59.11-3-8.11	Carman United Methorist Church	Hamburg Street
59.11-4-2.11	Barbara Cole	2305 Hamburg Street
59.11-4-3.21	Motilal Ramroop	2313 Hamburg Street
59.11-4-4.11	Thanh Mai	2319 Hamburg Street
59.11-4-4.21	Kevin Lieu	2323 Hamburg Street
59.11-4-5	Thomas Boniecki	2329 Hamburg Street
59.11-4-6.1	Todd Reynolds	2337 Hamburg Street
59.11-4-7	Michael Vrana	2345 Hamburg Street
59.11-6-16.11	Play by Play Sports Bar & Grill	2460 Hamburg Street
59.11-6-51.21	Michael McQuire	Cardiff Road
59.11-7-3.11	Fire District #3	Hamburg Street
59.11-7-4.1	DBG Property Assoc Inc.	2415 Hamburg Street
59.11-7-6.1	Michael McQuire	2457 Hamburg Street
59.14-15-16.11	Titan Valley Developers Inc.	2780 Hamburg Street
59.14-15-17.11	Shree Sai Hotel, Inc.	2784 Hamburg Street

59.14-15-19	Shree Sai Hotel, Inc.	2788 Hamburg Street
59.14-15-20	Walter Combs	2792 Hamburg Street
59.14-15-21.1	Bret Carlone	2796 Hamburg Street
59.15-1-1.11	Highbridge Develop Rt 146 LLC	2696 Hamburg Street
59.15-1-1.21	Highbridge Develop Rt 146 LLC	2694 Hamburg Street
59.15-1-2.1	Newberry Enterprizes LLC	2706 Hamburg Street
59.15-1-4.1	Mundy Enterprises Inc.	2710 Hamburg Street
59.15-1-6.111	Stewarts Shops Corp	2740 Hamburg Street
59.15-1-7.1	Patricia Truscello	2742 Hamburg Street
59.15-1-8.11	Richard Salamack	2746 Hamburg Street
59.15-1-9	Churen Wang	2770 Hamburg Street
59.15-2-1.1	Town of Rotterdam Sr. Center	Hamburg Street
59.15-2-2.1	Bradford Silver	2637 Hamburg Street
59.15-2-3.1	Bradford Silver	2633 Hamburg Street
59.15-2-4.1	Michael Mason	2629 Hamburg Street
59.15-2-5.1	Kyle Housel	2625 Hamburg Street
59.15-2-6.1	Michael Kane	2621 Hamburg Street
59.15-2-8.11	Rotterdam Associates	2617 Hamburg Street
59.7-7-7.1	Elaine Schuppe	2271 Hamburg Street
59.7-7-8.1	Richard Dupont	2267 Hamburg Street
59.7-7-9.1	Biagio Polsinelli	2265 Hamburg Street
71.7-1-1	Victor Fiano	Hamburg Street
71.7-1-2	3029 Hamburg Street LLC	3029 Hamburg Street
71.7-1-3.1	Mark Zyskowski	3041 Hamburg Street
71.7-1-4.1	Christina King	3049 Hamburg Street
71.7-1-5	Nedvidek Living Trust, William & Dorothy	3057 Hamburg Street
71.7-1-6.111	Sunoco Inc.	3065 Hamburg Street
59.7-6-21.1	Amanda Shaw	202 Chepstow Road

- Sewer District 7 Outside Unmetered Residential Rate of four hundred twenty-six and 11/100 dollars ($426.11)/per unit annually
- Sewer District 7 Outside Metered Rate of three and 40/100 dollars ($3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 ($42.74)/per property annually

Sewer District 7, Ext. No. 1 (Whispering Pines)

71.5-1-5.111	Lecce Senior Living, LLC	2200 Helderberg Avenue
71.5-1-5.112	Lecce Senior Living, LLC	2188 Helderberg Avenue
71.5-1-7.1	Lecce Senior Living, LLC	2196 Helderberg Avenue
71.5-1-8.112	Lecce Senior Living, LLC	2208 Helderberg Avenue
71.5-1-8.111	Lecce Senior Living, LLC	Helderberg Avenue
71.5-1-9	Lecce Senior Living, LLC	2204 Helderberg Avenue
71.9-2-21.11	Lecce Senior Living, LLC	Fort Hunter Road

- Sewer District 7, Ext. No. 1 Outside Unmetered Residential Rate of four hundred twenty-six and 11/100 dollars ($426.11)/per unit annually
- Sewer District 7, Ext. No. 1 Outside Metered Rate of three and 40/100 ($3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 ($42.74)/per property annually

Sewer District 7, Ext. No. 2 (Carmen Road)

71.6-3-23.3	Cumberland Farms Inc.	3086 Carman Road	3
71.6-3-26	Kurt Gebhardt	3096 Carman Road	1
71.6-3-25	Dominick Leone	3092 Carman Road	1
71.6-3-31.1	Dominick Leone	3120 Carman Road	2
71.6-3-29	3108 Carman Road LLC	3108 Carman Road	1
71.6-3-32	Thomas Leone	3132 Carman Road	1
71.6-3-28	Deborah Hoelzli	3100 Carman Road	1
71.6-5-10	Pine Grove Apartments, LLC	3107 Carman Road	20
71.6-5-8	Pine Grove Apartments, LLC	3111 Carman Road	20
71.6-5-9	Pine Grove Apartments, LLC	3109 Carman Road	20
71.7-1-11.2	Rotterdam Housing Dev Fund Co	Marra Lane	50
71.6-5-1.31	Metro Ten Hotel, LLC	3081 Carman Road	22
71.6-5-3.1	Brothers Property Management	3157 Carman Road	32
71.6-4-18	Steven Potter	3180 Carman Road	1
71.6-4-17	Dean Attanasio	3184 Carman Road	1
71.6-4-16.112	Dean Attanasio	1223 Ft. Hunter Road	5

71.6-5-6	Wayto Road Assoc, LLC	300 Wayto Road	1
71.6-4-19	Gladys Zajan	3172 Carman Road	1
71.6-5-5.2	Joseph Lucarelli	3160 Marra Lane	19
71.6-5-5.1	John Raucci	3164 Marra Lane	12
71.6-5-2.111	Michael Valletta	3125 - 3133 Carman Road	3
71.6-5-4	Michael Adams	3159 Carman Road	2
71.6-4-20.21	Fort Hunter Reserve, LLC	1175 Ft. Hunter Road	108
71.6-4-21.21	Philomena Apartments Inc.	3156 Carman Road	0
71.6-4-22	Stephen McDonald	3140 Carman Road	1

- Sewer District 7, Ext. No. 2 Outside Unmetered Residential Rate four hundred twenty-six and 11/100 ($426.11)/per unit annually
- Sewer District 7, Ext. No. 2 Outside Metered Rate of three and 40/100 ($3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 ($42.74)/per property annually

Sewer District 7, Ext. No. 3A and 3B (Curry Road East (A) & West (B))

Ext. No. 3B (West)

59.14-9-1.1	Dennis Amrock	2353 Curry Road	1
59.14-9-2	Stacey Abrams	2349 Curry Road	1
59.14-9-4.1	Louis Lupi	2343 Curry Road	1
59.14-9-5	Edward Nagay	2337 Curry Road	1
59.14-9-6.1	Cheryl & Jennifer LLC	2331 Curry Road	2
59.14-9-7	Michael Pachucki	2323 Curry Road	1
59.14-9-8	Natasha Morelli	2317 Curry Road	1
59.14-9-9	Curry Road Property Assoc	2315 Curry Road	2
59.18-2-1	VSH Realty Inc	2300 Curry Road	1
59.18-2-2.1	DiDonato Family Irrev Trust	2334-2336 Curry Road	2
59.18-2-3	Tyler Crowley	2346 Curry Road	1
59.18-2-4	Stanley Weaver	2348 Curry Road	1
59.18-2-5	Joseph Tannatta	2354 Curry Road	1
59.18-2-6	Ernest Rau	2358 Curry Road	1
59.18-2-7.1	L. O'Shea Realty LLC	2364 Curry Road	8
59.18-2-8	Leonard Pinkowski	2370 Curry Road	1
59.18-2-9	Eileen Barbour	2390 Curry Road	1
59.18-2-10	Anthony DiCocco	2394 Curry Road	1

59.18-2-11	Donald Martin	2400 Curry Road	1
59.18-2-12	Brian Crowder	2402 Curry Road	1
59.18-2-13	NJCC-NYS CRP REO Subsidiary	2404 Curry Road	1
59.18-2-14	Kathleen Phelan	2406 Curry Road	1
59.18-2-15	Frank Conte	2412 Curry Road	1
59.18-2-16	Jacquelyn DeTeso Irr Trust	2416 Curry Road	1
59.18-2-17	Michael Tommasone	2424 Curry Road	1
59.18-2-18	Michel Thomas	2428 Curry Road	1
59.18-2-19	Joseph Crounse	2432 Curry Road	1
59.18-2-20	Jeffery Ziobrowski	2436 Curry Road	1
59.18-2-21	Katlyn Ogborn	2440 Curry Road	1
59.18-2-43	Leonard Pinkowski	Ft Hunter Road	1
59.18-2-53	Michael DeWitt	2338-2340 Curry Road	2
59.18-2-54	Dennis Pasquarella	2342-2344 Curry Road	2
59.18-4-1	Vanessa Root	2359 Curry Road	1
59.18-4-2	Cole Shickle	2363 Curry Road	1
59.18-4-3.1	John Miller	2365 Curry Road	1
59.18-4-3.2	John Miller	Curry Road	1
59.18-4-4	Frederick Ella	2367 Curry Road	1
59.18-4-5	Kyle Eady	2371 Curry Road	1
59.18-4-7.1	Cooper Donna Starlete Bates	Curry Road	1
59.18-4-7.2	Cooper Donna Starlete Bates	2391 Curry Road	2
59.18-4-8	Daniel Burke	2395 Curry Road	1
59.18-4-9.1	Suchocki Family Trust Leonard	2397 Curry Road	1
59.18-4-10.1	James Zalewski	2405 Curry Road	1
59.18-4-11	Rotterdam Partners LP	2415 Curry Road	44
59.18-4-12	Ryan Wolford	2427 Curry Road	1
59.18-4-13	Anthony Baccari	2429 Curry Road	1
59.18-4-14	Anthony Baccari	2433 Curry Road	1
59.18-4-15	John Sawyer	2437 Curry Road	1
59.18-4-16	Brendan Shields	2441 Curry Road	1
59.18-4-17	James Damiano	2445 Curry Road	1
59.18-4-18	James Dunn	2449 Curry Road	1
59.18-4-19	Denis Clyne	2451 Curry Road	1
59.18-4-20	Megan Gardy	2467 Curry Road	1
59.18-4-21	Edward LaBarge	2471 Curry Road	1
59.18-4-22	Ryan Mugits	2475 Curry Road	1
71.6-3-15	Town of Rotterdam	1160 Fayette Drive	0
71.6-3-16	William Butterfield	2452 Curry Road	1
71.6-3-17	Gerald Barry	2456 Curry Road	1
71.6-3-18	James Haley	2490 Curry Road	1
71.6-3-19	James Haley	Curry Road	1

71.6-3-20	Jacob Raucci	2524 Curry Road	2
71.6-3-21	John Caffarella	2528 Curry Road	2
71.6-3-22	John Caffarella	2532 Curry Road	2
59.18-4-6	New Apostle Church	2381 Curry Road	1

- Sewer District 7, Ext. No. 2 Outside Unmetered Residential Rate four hundred twenty-six and 11/100 ($426.11)/per unit annually
- Sewer District 7, Ext. No. 2 Outside Metered Rate of three and 40/100 ($3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 ($42.74)/per property annually

Ext. No. 3A (East)

71.7-1-7.1	Lupien Realty Co Inc	2601 Curry Road	1
71.7-1-8	Victor Fiano	2621 Curry Road	1
71.7-1-9	Victor Fiano	2625 Curry Road	1
71.7-1-10	DescroVitro Glaze of Sch'dy Inc.	2675 Curry Road	1
71.7-1-11.1	Crown Atlantic Co LLC	Curry Road	1
71.7-1-12.4	Joseph Vivian	2630 Curry Road	1
71.7-1-12.133	Curry Manor	2650 Curry Road	16
71.7-1-12.112	Curry Manor	2660 Curry Road	16
71.7-1-12.311	Earl Page Kiamisha Page	2632 Curry Road	1
71.7-1-13	Anthony Manzi	2644 Curry Road	1
71.7-1-14	Jesse Jacobs	2640 Curry Road	1
71.7-1-15	Kevin Dickinson	2636 Curry Road	1
71.7-1-16.1	Kevin Dickinson	2628 Curry Road	1
71.7-2-21.2	Sportime Schenectady LLC	Curry Road	1
71.7-2-22	Sportime Schenectady LLC	2699 Curry Road	18
71.7-2-21.1	Sportime Schenectady LLC	E. Campbell Road	0
71.7-2-24.1	Alan Knizek	2689 Curry Road	1
71.7-2-24.212	Kim Ramsey	2696 Curry Road	1
71.7-2-24.22	Kim Ramsey	Curry Road	1
71.7-2-25	Alice Knizek	2681 Curry Road	1
71.7-2-24.211	Kim Ramsey	2696 Curry Road	1

- Sewer District 7, Ext. No. 3A Outside Unmetered Residential Rate four hundred twenty-six and 11/100 ($426.11)/per unit annually

- Sewer District 7, Ext. No. 3A Outside Metered Rate three and 40/100 ($3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 ($42.74)/per property annually

WATER

	2021 Rates per 100 cu. ft.	2022 Rates per 100 cu. ft.
For the first 5 million cu. ft.	$2.478	$2.626
For 5 - 10 million cu. ft.	$2.426	$2.571
For 10 - 15 million cu. ft.	$2.365	$2.506
Over 15 million cu. ft.	$2.283	$2.419
Minimum yearly charge	$309.48	$327.93

If no reading obtained:		
- Residential	$773.70	$819.81
- Commercial	150% of prior year billing	150% of prior year billing

CPI-U-NE % Increase	
2021	289.835
2020	273.543
% change	5.96%

SEWER

	2021 Rates	2022 Rates
Significant Industrial User (SIU)	$6,907.27	$7,318.94
Total suspended solids (TSS) excess (per ton)	$756.33	$801.41
Biochemical oxygen demand (BOD) excess (per ton)	$552.22	$585.13
Sewer District 3 Outside Unmetered residential	$426.11	$451.51
Sewer District 3 Outside Metered residential per 1000 gallons	$3.40	$3.60
Sewer District 3 Outside Metered residential per property	$42.74	$45.29
Sewer District 4 Outside Unmetered residential	$426.11	$451.51
Dutch Manor Nursing Home (full time employees)	$43.64	$46.24
Dutch Manor Nursing Home (number of beds)	$161.29	$170.90
Sewer District 5A Outside Metered per 1000 gallons	$3.400	$3.60
Sewer District 5A Outside Metered annual fee	$2,770.16	$2,935.26
Sewer District 6A Outside Metered per 1000 gallons	$3.400	$3.60
Sewer District 6A Outside Metered annual fee	$426.11	$451.51
Sewer District 7 Outside Unmetered residential	$426.11	$451.51
Sewer District 7 Outside Metered per 1000 gallons	$3.40	$3.60
Sewer District 7 Outside Metered residential per property	$42.74	$45.29
Sewer District 7 Ext. 1 Outside Unmetered residential	$426.11	$451.51
Sewer District 7 Ext. 1 Outside Metered per 1000 gallons	$3.40	$3.60
Sewer District 7 Ext. 1 Outside Metered residential per property	$42.74	$45.29
Sewer District 7 Ext. 2 Outside Unmetered residential	$426.11	$451.51
Sewer District 7 Ext. 2 Outside Metered per 1000 gallons	$3.40	$3.60
Sewer District 7 Ext. 2 Outside Metered residential per property	$42.74	$45.29
Sewer District 7 Ext. 3A and 3B Outside Unmetered residential	$426.11	$451.51
Sewer District 7 Ext. 3A and 3B Outside Metered per 1000 gallons	$3.40	$3.60
Sewer District 7 Ext. 3A and 3B Outside Metered residential per prop	$42.74	$45.29

WATER

	2022 Rates per 100 cu. ft.	2023 Rates per 100 cu. ft.
For the first 5 million cu. ft.	$2.626	$2.794
For 5 - 10 million cu. ft.	$2.571	$2.736
For 10 - 15 million cu. ft.	$2.506	$2.666
Over 15 million cu. ft.	$2.419	$2.574
Minimum yearly charge	$327.93	$348.92

If no reading obtained:

- Residential	$819.81	$872.29
- Commercial	150% of prior year billing	150% of prior year billing

CPI-U-NE % Increase

2022	308.394
2021	289.835
% change	6.40%

SEWER

		2022 Rates	2023 Rates
Significant Industrial User (SIU)		$7,318.94	$7,787.35
Total suspended solids (TSS) excess (per ton)		$801.41	$852.70
Biochemical oxygen demand (BOD) excess (per ton)		$585.13	$622.58
Sewer District 3 Outside Unmetered residential		$451.51	$480.41
Sewer District 3 Outside Metered residential per 1000 gallons		$3.60	$3.83
Sewer District 3 Outside Metered residential per property		$45.29	$48.19
Sewer District 4 Outside Unmetered residential		$451.51	$480.41
Dutch Manor Nursing Home (full time employees)		$46.24	$49.20
Dutch Manor Nursing Home (number of beds)		$170.90	$181.84
Sewer District 5A Outside Metered per 1000 gallons		$3.60	$3.83
Sewer District 5A Outside Metered annual fee		$2,935.26	$3,123.12
Sewer District 6A Outside Metered per 1000 gallons		$3.600	$3.83
Sewer District 6A Outside Metered annual fee		$451.51	$480.41
Sewer District 7 Outside Unmetered residential		$451.51	$480.41
Sewer District 7 Outside Metered per 1000 gallons		$3.60	$3.83
Sewer District 7 Outside Metered residential per property		$45.29	$48.19
Sewer District 7 Ext. 1 Outside Unmetered residential		$451.51	$480.41
Sewer District 7 Ext. 1 Outside Metered per 1000 gallons		$3.60	$3.83
Sewer District 7 Ext. 1 Outside Metered residential per property		$45.29	$48.19
Sewer District 7 Ext. 2 Outside Unmetered residential		$451.51	$480.41
Sewer District 7 Ext. 2 Outside Metered per 1000 gallons		$3.60	$3.83
Sewer District 7 Ext. 2 Outside Metered residential per property		$45.29	$48.19
Sewer District 7 Ext. 3A and 3B Outside Unmetered residential		$451.51	$480.41
Sewer District 7 Ext. 3A and 3B Outside Metered per 1000 gallons		$3.60	$3.83
Sewer District 7 Ext. 3A and 3B Outside Metered residential per prope		$45.29	$48.19

WATER

	2023 Rates per 100 cu. ft.	2024 Rates per 100 cu. ft.4
For the first 5 million cu. ft.	$2.794	$2.865
For 5 - 10 million cu. ft.	$2.736	$2.806
For 10 - 15 million cu. ft.	$2.666	$2.734
Over 15 million cu. ft.	$2.574	$2.640
Minimum yearly charge	$348.92	$357.82

If no reading obtained:

- Residential	$872.29	$894.54
- Commercial	150% of prior year billing	150% of prior year billing

CPI-U-NE % Increase

2023	316.252
2022	308.394
% change	2.55%

SEWER

		2023 Rates	2024 Rates
Significant Industrial User (SIU)		$7,787.35	$7,985.93
Total suspended solids (TSS) excess (per ton)		$852.70	$874.44
Biochemical oxygen demand (BOD) excess (per ton)		$622.58	$638.46
Sewer District 3 Outside Unmetered residential		$480.41	$492.66
Sewer District 3 Outside Metered residential per 1000 gallons		$3.83	$3.93
Sewer District 3 Outside Metered residential per property		$48.19	$49.42
Sewer District 4 Outside Unmetered residential		$480.41	$492.66
Dutch Manor Nursing Home (full time employees)		$49.20	$50.45
Dutch Manor Nursing Home (number of beds)		$181.84	$186.48
Sewer District 5A Outside Metered per 1000 gallons		$3.83	$3.93
Sewer District 5A Outside Metered annual fee		$3,123.12	$3,202.76
Sewer District 6A Outside Metered per 1000 gallons		$3.830	$3.93
Sewer District 6A Outside Metered annual fee		$480.41	$492.66
Sewer District 7 Outside Unmetered residential		$480.41	$492.66
Sewer District 7 Outside Metered per 1000 gallons		$3.83	$3.93
Sewer District 7 Outside Metered residential per property		$48.19	$49.42
Sewer District 7 Ext. 1 Outside Unmetered residential		$480.41	$492.66
Sewer District 7 Ext. 1 Outside Metered per 1000 gallons		$3.83	$3.93
Sewer District 7 Ext. 1 Outside Metered residential per property		$48.19	$49.42
Sewer District 7 Ext. 2 Outside Unmetered residential		$480.41	$492.66
Sewer District 7 Ext. 2 Outside Metered per 1000 gallons		$3.83	$3.93
Sewer District 7 Ext. 2 Outside Metered residential per property		$48.19	$49.42
Sewer District 7 Ext. 3A and 3B Outside Unmetered residential		$480.41	$492.66
Sewer District 7 Ext. 3A and 3B Outside Metered per 1000 gallons		$3.83	$3.93
Sewer District 7 Ext. 3A and 3B Outside Metered residential per prop		$48.19	$49.42

WATER

	2024 Rates per 100 cu. ft.	2025 Rates per 100 cu. ft.
For the first 5 million cu. ft.	$2.865	$2.965
For 5 - 10 million cu. ft.	$2.806	$2.904
For 10 - 15 million cu. ft.	$2.734	$2.829
Over 15 million cu. ft.	$2.640	$2.732
Minimum yearly charge	$357.82	$370.31

If no reading obtained:

- Residential	$894.54	$925.77
- Commercial	150% of prior year billing	150% of prior year billing

CPI-U-NE % Increase

2024	327.277
2023	316.252
% change	3.49%

SEWER

		2024 Rates	2025 Rates
Significant Industrial User (SIU)		$7,985.93	$8,264.64
Total suspended solids (TSS) excess (per ton)		$874.44	$904.96
Biochemical oxygen demand (BOD) excess (per ton)		$638.46	$660.74
Sewer District 3 Outside Unmetered residential		$492.66	$509.85
Sewer District 3 Outside Metered residential per 1000 gallons		$3.93	$4.07
Sewer District 3 Outside Metered residential per property		$49.42	$51.14
Sewer District 4 Outside Unmetered residential		$492.66	$509.85
Dutch Manor Nursing Home (full time employees)		$50.45	$52.21
Dutch Manor Nursing Home (number of beds)		$186.48	$192.99
Sewer District 5A Outside Metered per 1000 gallons		$3.93	$4.07
Sewer District 5A Outside Metered annual fee		$3,202.76	$3,314.54
Sewer District 6A Outside Metered per 1000 gallons		$3.930	$4.07
Sewer District 6A Outside Metered annual fee		$492.66	$509.85
Sewer District 7 Outside Unmetered residential		$492.66	$509.85
Sewer District 7 Outside Metered per 1000 gallons		$3.93	$4.07
Sewer District 7 Outside Metered residential per property		$49.42	$51.14
Sewer District 7 Ext. 1 Outside Unmetered residential		$492.66	$509.85
Sewer District 7 Ext. 1 Outside Metered per 1000 gallons		$3.93	$4.07
Sewer District 7 Ext. 1 Outside Metered residential per property		$49.42	$51.14
Sewer District 7 Ext. 2 Outside Unmetered residential		$492.66	$509.85
Sewer District 7 Ext. 2 Outside Metered per 1000 gallons		$3.93	$4.07
Sewer District 7 Ext. 2 Outside Metered residential per property		$49.42	$51.14
Sewer District 7 Ext. 3A and 3B Outside Unmetered residential		$492.66	$509.85
Sewer District 7 Ext. 3A and 3B Outside Metered per 1000 gallons		$3.93	$4.07
Sewer District 7 Ext. 3A and 3B Outside Metered residential per prop		$49.42	$51.14

Appendix F:
SEQR Documentation

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

Town of Rotterdam - Sewer District 7

Name of Action or Project:

Sewer District 7 Consolidation

Project Location (describe, and attach a location map):

Sewer District 7, Extension 1, Extension 2

Brief Description of Proposed Action:

Consolidation of Sewer District 7, Sewer District 7 - Extension 1 and Sewer District 7 - Extension 2 in the Town of Rotterdam, Schenectady County, New York. The consolidation of Sewer District 7 and its established extensions would increase administrative efficiencies regarding debt retirement, operation and maintenance, and related intermunicipal fees associated with wastewater management services including the acceptance of wastewater agreement between the City of Schenectady and the Town.

Name of Applicant or Sponsor:	Telephone: 518-355-7575
Town of Rotterdam	E-Mail: mcollins@rotterdamny.org

Address:

1100 Sunrise Blvd, Rotterdam, New York 12306

City/PO:	State:	Zip Code:
Rotterdam	New York	12306

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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):

☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☐
If Yes, explain the purpose and size of the impoundment: _____ _____		
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☐	☐
If Yes, describe: _____ _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☐
If Yes, describe: _____ _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Town of Rotterdam _____ Date: _____

Signature: _____ Title: _____

PRINT FORM

Description of Intent (in support of question #2):

The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.

Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.

Agency Use Only [If applicable]

Project:

Date:

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

Agency Use Only [If applicable]

Project:

Date:

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.

The proposed consolidation of Sewer District #7 and its existing extensions is intended to enhance administrative efficiency related to debt retirement, operations and maintenance, and intermunicipal fees for wastewater management services. This is a purely administrative action and is not expected to have any adverse impact on environmental resources within the town.

☐ 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.

Town of Rotterdam	08-22-2025
Name of Lead Agency	Date
Mollie A. Collins	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO. 290.25

RESOLUTION AUTHORIZING THE ENDORSEMENT OF A PROPOSED JOINT CONSOLIDATION AGREEMENT PURSUANT TO SECTIONS 751 2(a) AND 752 OF THE GENERAL MUNICIPAL LAW CONSOLIDATING SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. # 1 AND SEWER DISTRICT #7, EXT. #2 INTO ONE CONSOLIDATED SEWER DISTRICT SUBJECT TO THE COMPLETION OF PROCEEDINGS PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

WHEREAS, the Town of Rotterdam has heretofore established the following Town of Rotterdam Sewer Districts, to wit: Sewer District #7; Sewer District #7, Ext. #1 and Sewer District 7, Ext. #2; and

WHEREAS, the said Town of Rotterdam on behalf of the one sewer district and two sewer district extensions wishes to consolidate all of such areas into the Town of Rotterdam Consolidated Sewer District, a municipal corporation existing pursuant to the Laws of the State of New York and created pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York, and;

WHEREAS, the Town Board by and through its Supervisor is desirous of endorsing and subsequently entering into the annexed proposed Joint Consolidation Agreement consolidating the one sewer district and two sewer district extensions into one consolidated sewer district serving the following sewer districts: Sewer District #7; Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2; and

WHEREAS, the new Consolidated Sewer District will assume jurisdiction over all areas previously served by the one sewer district and two sewer district extensions; and

WHEREAS, in order to consolidate the one sewer district and two sewer district extensions, it is necessary that the Town of Rotterdam comply with all the provisions of Article 17-A of the General Municipal Law of the State of New York.

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 acting on behalf of the Town of Rotterdam, hereby endorses the attached proposed Joint Consolidation Agreement; and it is further,

SECTION 2. The Town personnel and officers shall undertake the steps required under the aforesaid Article 17-A of the General Municipal Law of the State of New York to comply with the provisions thereof to effectuate such consolidation.

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY**:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ___ day of September, 2025.

_____
Diane Marco, Town Clerk

S E A L:

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 4, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Resolution to Endorse the joint consolidation agreement for Sewer District 7.
TOWN BOARD MEETING:	September 10, 2025
Background Information:	The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation, and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.
Evaluation/Analysis:	Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.
Recommendation(s):	Town Board should consider endorsing the Sewer District 7 joint consolidation agreement.
Attachment/Document(s):	Summary of proposed Joint Consolidation Agreement Copy of Joint Consolidation Agreement
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

SUMMARY OF THE JOINT CONSOLIDATION AGREEMENT

The Joint Consolidation Agreement is to be entered into by and between the Town of Rotterdam and Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2. The Town will as of January 1, 2026 be consolidating the one sewer district and two sewer district extensions into one consolidated sewer district. All property of the one sewer district and two sewer district extensions will be transferred to the consolidated sewer district and any current and future capital charges, operation and maintenance expenses, and charges due other municipalities shall be paid from the consolidated sewer district balances. Debt service in the present annual amount of $335,700 for any capital improvement financing, existing and future, will be divided equally among the present 626 equivalent dwelling units for an annual payment of $535.00 per equivalent dwelling unit for the first year after sewer district consolidation. The consolidated sewer district will be charged an annual operation and maintenance charge of $345.00 per equivalent dwelling unit for the first year after sewer district consolidation. Consolidated Sewer District users are responsible for operation and maintenance charges due the city of Schenectady for acceptance of wastewater from the Consolidated Sewer District. The per equivalent dwelling unit amount for these expenses for the first year after sewer district consolidation equals $510 per equivalent dwelling unit. The amount due the city of Schenectady is adjusted annually based upon the Consumer Price Index and by any modification to the present amount of equivalent dwelling units totaling 626.The present number of equivalent dwelling units in the amount of 626 will be modified annually thereby affecting the annual equivalent dwelling unit amount to be paid by each parcel owner for capital charges, operation and maintenance expenses and fees paid to other municipalities.

A public hearing upon the sewer district consolidation will be held by the Town Board at the Town Hall, Rotterdam, New York, not less than 35 days or more than 90 days after September 10, 2025. Notice of the date and time of the public hearing will be posted and published pursuant to Section 754 of the General Municipal Law of the State of New York.

A copy of the Joint Consolidation Agreement and this summary as well as the Consolidation Engineering Report may be reviewed at the Town Clerk's Office, Rotterdam, New York, on the Town Clerk's bulletin board or on the town's website.

Rotterdam, New York
September 10, 2025

JOINT CONSOLIDATION AGREEMENT

THIS JOINT CONSOLIDATION AGREEMENT made of the ___ day of November, 2025, between the TOWN OF ROTTERDAM, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 1100 Sunrise Boulevard, Suite 1, Schenectady, New York 12306, (hereinafter referred to as "Town"), and SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1 and SEWER DISTRICT #7, EXT. #2.

WHEREAS, the Town of Rotterdam has previously established the sewer districts as set forth in the following chart:

Description	Year Established	Taxable Parcels
Sewer District #7	2016	127
Sewer District #1, Ext. #1	2019	5
Sewer District #7, Ext. #2	2019	25

and,

WHEREAS, the proposed sewer district consolidation will involve approximately 157 parcels by consolidating Sewer District #7; Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 into one consolidated sewer district; and

WHEREAS, the proposed sewer district consolidation will result in capital charges, operation and maintenance expenses and fees paid to other municipalities to be spread among the property owners within the consolidated sewer district.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

a) The names of the local government entities to be consolidated are: Sewer District #7; Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2.

b) The name of the proposed local government entity which will result from this consolidation shall be “The Town of Rotterdam Consolidated Sewer District #7”, hereinafter referred to as “Consolidated Sewer District.”

c) The Consolidated Sewer District shall have the duty and obligation to supply sanitary sewer service to the residents of the Consolidated Sewer District.

d) The territorial boundaries of the proposed Consolidated Sewer District of the Town of Rotterdam, Schenectady County, State of New York, are attached hereto and made a part hereof as Schedule A.

e) The proposed Consolidated Sewer District shall be of the type or class that would be formed as a sewer district pursuant to the laws of the State of New York. However, the proposed Consolidated Sewer District shall be formed by the consolidation of the one original sewer district and the two original sewer district extensions under Article 17A, Title 2 of the General Municipal Law of the State of New York. The proposed Consolidated Sewer District shall be operated and administered by the Town Board of the Town of Rotterdam in the same fashion as sewer districts created under Articles 12 and 12-A of the Town Law.

f) The governmental organization of the proposed Consolidated Sewer District shall consist of the present members of the Rotterdam Town Board and town employees assigned to work in the Town’s public works department. The present members of the Rotterdam Town Board, including the Supervisor, shall serve for the balance of their present terms, and upon termination of their present terms, successors shall be elected as set forth in the Town Law and Election Law of the State of New York. Should any vacancy develop because of any reason, the vacancy shall be filled in accordance with the Town Law and Election Law of the State of New York.

All public employees working in the town’s public works department shall be appointed by the Town Board of the Town of Rotterdam and shall be selected in accordance with the Civil Service Law of the State of New York. The proposed sewer district consolidation does not require a transitional plan and schedule for elections and the appointments of any officials.

g) The Consolidated Sewer District will result in a single budget as follows:

Debt Service	Debt service in the present annual amount of $335,700 for any capital improvement financing, existing and future, will be divided equally among the present 626 equivalent dwelling units for an annual payment of $535.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of 626 equivalent dwelling units will be modified annually thereby affecting the annual per equivalent dwelling unit amount to be paid by each property owner.
Operation and Maintenance	Based upon the Town's review of sewer district operation and maintenance expenses, the consolidated sewer district will be charged an annual operation and maintenance charge of $345.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of equivalent dwelling units in the amount of 626 will be modified annually thereby affecting the annual equivalent dwelling unit amount to be paid by each parcel owner.
City of Schenectady Charges	Consolidated Sewer District users are responsible for operation and maintenance charges due the city of Schenectady for acceptance of wastewater from the Consolidated Sewer District. The per equivalent dwelling unit amount for these expenses for the first year after sewer district consolidation equals $510 per equivalent dwelling unit. The amount due the city of Schenectady is adjusted annually based upon the Consumer Price Index and by any modification to the present amount of equivalent dwelling units totaling 626.

One Time Charges	$75 sewer lateral inspection fee and a $750 sewer connection fee per equivalent dwelling unit for residential properties and $1000 fee per equivalent dwelling unit for commercial properties.

There will be a reduction in the time required to complete administrative services for the proposed Consolidated Sewer District and a more equitable method for the payment of expenses. The cost of consolidation will equal approximately Sixty Thousand and 00/100 Dollars ($60,000.00).

h) The assets of the one sewer district and the two sewer district extensions consist of, among other items, underground infrastructure piping, pump stations, gravity mains, force mains and manholes. The Consolidated Sewer District will have a total taxable value of approximately $10,855,100.

i) Upon the creation of the Consolidated Sewer District the existing assets and liabilities of the one sewer district and two extensions will be assumed by the proposed Consolidated Sewer District. Present indebtedness for the one sewer district and the two extensions equals approximately $5,197,589. The fair value of the assets of the Consolidated Sewer District equals approximately $65,179,000.

j) All existing assets and any liabilities of each Sewer District shall become part of the Consolidated Sewer District.

k) The administration and uniform enforcement of local laws and ordinances, resolutions, orders and the like will be carried out in the proposed Consolidated Sewer District during the two years following the effective date of consolidation and be enforced in the same fashion and to the same extent as heretofore existed in the various sewer districts. Not later than two years following the effective date of consolidation, the Town Board of the Town of Rotterdam shall adopt any new laws, ordinances, rules and regulations as may be necessary to redress any conflicts and to redress any ambiguities, if any, among the then existing laws, ordinances, rules and regulations to provide for consolidating the administrative and uniform government of the Consolidated Sewer District.

l) The effective date of the proposed consolidation shall be January 1, 2026.

m) The place or places for the public hearings on the Joint Consolidation Agreement shall be the Town Hall, Town of Rotterdam, New York. The public hearings will be

noticed and conducted pursuant to the requirements of Section 754 of the General Municipal Law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SEWER DISTRICT #7

By: _____
Mollie Collins, Supervisor

SEWER DISTRICT #7, Ext. #1

By: _____
Mollie Collins, Supervisor

SEWER DISTRICT #7, EXT. #2

By: _____
Mollie Collins, Supervisor

TOWN OF ROTTERDAM, SCHENECTADY COUNTY
STATE OF NEW YORK

By: _____
Mollie Collins, Supervisor

SCHEDULE A

SUGGESTED DESCRIPTION

TOWN OF ROTTERDAM

SEWER DISTRICT NO. 7

The Sewer District No. 7, situated in the town of Rotterdam, County if Schenectady, State of New York, being particularly described as follows:

BEGINNING at a point on the westerly side of Tax Parcel ID No. 71.5-1-5.3 at the southwesterly corner of SD7; thence the following ten (10) courses and distances along the westerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) northerly 363'± across the Keator Drive right of way to a point; 2) westerly 249'± along the northerly right of way of Keator Drive to a point; 3) northerly 861'± to a point; 4) westerly 300'± to a point; 5) northerly 986'± to a point; 6) westerly 1051'± to a point; 7) northerly 73'± to a point; 8) easterly 22'± to a point; 9) northerly 60'± to a point; 10) westerly 239'± to point on the easterly right of way of Helderberg Avenue; thence along the said easterly right of way of Helderberg Avenue 152'± to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) easterly 240'± to a point; 2) northerly 61'± to a point; 3) easterly 75'± to a point on the property division line between Tax Parcel ID Nos. 71.5-1-5.3 & 71.5-1-5.13; thence the following four (4) courses and distances along the westerly boundary of Tax ID No. 71.5-1-5.13: 1) northerly 169'± to a point; 2) westerly 160'± to a point; 3) northerly 81'± to a point; 4) westerly 156'± to a point on the easterly right of way of Helderberg Avenue; thence northerly 59'± along the easterly right of way of Helderberg Avenue to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.13: 1) easterly 135'± to a point; 2) northerly 109'± to a point; 3) easterly 773'± to a point on the westerly boundary of the New York State Thruway (I-90); thence southeasterly along the westerly right of way of said New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.13, 618'± to a point; thence the following two (2) courses and distances along the westerly boundary of New York State Thruway (I-90) and easterly boundaries of Tax Parcel ID No's 71.5-1-36 & 71.5-1-11.12: 1) southeasterly 1792'± to a point; 2) southeasterly 195'± to a point; thence southeasterly along the westerly boundary of New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.3, 1613'± to a point; thence easterly across the New York State Thruway (I-90) 373'± to a point on the southerly right of way of Fort hunter Road; thence the following two (2) courses and distances along the southerly right of way of Fort Hunter Road: 1) southeasterly 155'± to a point; 2) easterly 84'± to a point on the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence northerly 255'± along the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence 147'± westerly along Tax Parcel ID No. 71.6-4-16.112 to point; thence northerly 291'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-4-16.112 and 71.6-4-18 to a point: thence 46'± westerly along the southern boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence northerly 120'± along the westerly boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence westerly 691'± along the southerly boundary of Tax Parcel ID No. 71.6-4-20.21 to a point on the easterly right of way of Fort Hunter Road; thence northerly 97'± along the easterly right of way of Fort Hunter Road to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel Id No. 71.6-4-20.21: 1) easterly 197'± to a point; 2) northerly 201'± to a point; thence easterly 1341'± along the northerly boundary of Tax Parcel ID Nos. 71.6-3-32 & 71.6-3-31.1; thence northerly 177'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-3-31.1 & 71.6-3-23.3 to a point; thence northeasterly along the westerly boundary of Tax Parcel ID No. 71.6-3-23.3, 367'± to a point on the southerly boundary of Curry Road; thence northeasterly 65'± across the Curry Road right

of way to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 340'± along the northerly right of way of Curry Road and southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northeasterly 243'± along the westerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 210'± along the southerly boundary of Tax Parcel ID No. 59.18-4-24.11; thence southerly 233'± along Tax Parcel ID No. 59.18-4-24.11 to a point on the northerly right of way of Curry Road; thence northwesterly along the northerly right of way of Curry Road 116'± to a point; thence northerly 822'± along the westerly boundary of parcel 59.18-4-24.11 to a point; thence southeasterly 587'± along the northerly boundary of Tax Parcel ID No. 59.18-24.11; thence northerly 58'± along the westerly boundary of Tax Parcel ID No. 59.18-4-34.211; thence easterly 259'± along the northerly boundary of Tax Parcel ID No. 59.18-4-34.211 to a point; thence northerly 159'± along the westerly boundary of Tax Parcel ID No. 59.18-4-26.211 to a point; thence westerly 164'± along the southerly boundary of Tax Paracel ID No. 59.18-4-27 to a point; thence easterly 224'± along the northerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence northerly 198'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-28, 59.18-4-29.1 and 59.18-4-31.3 to a point on the southerly right of way of Fasula Boulevard; thence northerly 59'± across Fasula Boulevard to a point; thence northerly 131'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-67 and 59.18-4-32.1 to a point; thence the following seven (7) courses and distances along the southerly boundary of Tax Parcel ID No. 59.18-4-33.11: 1) westerly 442'± to a point; 2) northerly 245'± to a point; 3) westerly 137'± to a point; 4) northerly 17'± to a point; 5) westerly 235'± to a point; 6) southerly 9'± to a point; 7) westerly 334'± to a point; thence northerly 553'± along the westerly boundary of Tax Parcel ID No. 59.18-4-33.11 to a point; thence easterly 1107'± along the northerly boundary of Tax Parcel ID Nos. 59.18-4-33.11 and 59.14-15-19 to a point; thence northerly 223'± along the westerly boundary of Tax Parcel ID No. 59.14-15-17.11; thence the following two (2) courses and distances along the northerly boundary of Tax Parcel ID No. 59.14-15-16.11: 1) easterly 489'± to a point; 2) easterly 74'± to a point; thence 128'± northerly along the westerly boundary of Tax Parcel ID Nos. 59.15-1-9, 59.15-1-8.11 & 59.15-1-7.1 to a point on the southerly right of way of Ariene Street; thence northerly 59'± across Ariene Street to a point; thence northerly 156'± along the westerly boundary of Tax Parcel ID No. 59.15-1-6.111 to a point; thence westerly 149'± along the southerly boundary of Tax Parcel ID No. 59.15-1-4.1; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.15-1-4.1 to a point; thence westerly 44'± along the southerly boundary of Tax Parcel ID No. 59.15-1-2.1 to a point; thence northerly 198'± along the westerly boundary of Tax Parcel ID Nos. 59.15-1-2.1 & 59.15-1-1.11 to a point; thence westerly 52'± to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11: 1) northerly 234'± to a point; 2) easterly 87'± to a point; thence northeasterly 194'± along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11, 59.15-1-1.21 & 59.11-11-6.1 to a point; thence northerly 831'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-11-5.1, 59.11-11-4.1, 59.11-11-3.1, 59.11-11-2.1 & 59.11-11-1.1 to a point; thence easterly 29'± to a point; thence northerly 194'± along the westerly boundary of Tax Parcel ID No. 59.11-11-1.1 and across the Argo Boulevard right of way to a point; thence westerly 29'± along the southerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence northerly 127'± along the westerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence easterly 61'± along the northern boundary of Tax Parcel ID No. 59.11-6-16.11 to point; thence northerly 198'± along the westerly boundary of Tax Parcel ID No. 59.11-6-51.21 and across the right of way of Cardiff Road to a point; thence westerly 15'± along the northerly right of way of Cardiff Road and southerly boundary of Tax Parcel ID No. 59.11-2-12.21 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.11-2-12.21, 59.11-2-12.11, 59.11-2-11.1, 59.11-2-10.1, 59.11-2-9.1, & 59.11-2-8.1 to a point on the southerly right of way of Careleon Road; thence northerly 52'± across the Careleon Road right of way to a point; thence northerly 301'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-

3-10.1 and 59.11-3-8.11 to a point on the southerly right of way of Chepstow Road; thence northerly 50'± across the Chepstow Road right of way to a point; thence 301'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-21.1, 59.7-6-20, 59.7-6-19, 59.7-6-18, 59.7-6-17 & 59.7-6-16.1 to a point on the southerly right of way of Caldicott Road; thence 50'± northerly across the Caldicott Road right of way to a point; thence 149'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-15.1, 59.7-6-14.1 & 59.7-6-13 to a point on the southerly boundary of Tax Parcel ID No. 59.7-6-12; thence westerly 250'± to a point on the westerly boundary of Tax Parcel ID No. 59.7-6-12; thence northerly along the westerly boundary of Tax Parcel ID No. 59.7-6-12, 47'± to a point; thence easterly 249'± along the northerly boundary of Tax Parcel ID No. 59.7-6-12 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-11, 59.7-6-10 & 59.7-6-9 to a point on the southerly right of way of Butler Street; thence northeasterly 83'± across the Butler Street right of way to a point; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.7-1-34 to a point on the southerly right of way of Chrisler Avenue; thence 70'± southeasterly along the southerly right of way of Chrisler Avenue and the northerly boundary of Tax Parcel ID No. 59.7-1-34 to a point; thence southeasterly 502'± across the Hamburg Street right of way and northerly boundary of Tax Parcel ID Nos. 59.7-7-12.21 & 59.7-7-12.4 to a point on the southerly boundary of the Chrisler Avenue right of way; thence 37'± southerly along the easterly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence westerly 204'± along the southerly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence southerly 240'± across the Carman Street right of way and along the easterly boundary of Tax Parcel ID Nos. 59.7-7-11, 59.7-7-10.1, 59.7-7-9.1 & 59.7-7-8.1 to a point; thence westerly 46'± along the southerly boundary of Tax Parcel ID No. 59.7-7-8.1 to a point; thence southerly 79'± along the easterly boundary of Tax Parcel ID Nos. 59.7-7-7.1 and 59.7-7-6.1 to a point on the northerly right of way of 2nd Street; thence 51'± southerly across the 2nd Street right of way to a point; thence southerly 162'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-2.11 and 59.11-4-3.21 to a point; thence easterly 50'± along the northerly boundary of Tax Parcel ID No. 59.11-4-4.11 to a point; thence southerly 320'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-4.11, 59.11-4-4.21, 59.11-4-5, 59.11-4-6.1 & 59.11-4-7 to a point; thence westerly 94'± along the southerly boundary of Tax Parcel ID No. 59.11-4-7 to a point; thence southerly 109'± across the 3rd Street right of way and easterly boundary of Tax Parcel ID No. 59.11-7-3.11 to a point; thence easterly 94'± to point; thence southerly 365'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-7-3.11 and 59.11-7-4.1; thence along the boundary of Tax Parcel ID No. 59.11-7-4.1, westerly 121'± to a point; thence southerly 120'± along the easterly boundary of Tax Parcel ID No. 59.11-7-4.1 to a point; thence easterly 119'± along the northerly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point; thence southerly 59'± along the easterly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point on the northerly right of way of 4th Street; thence southerly 50'± across the 4th Street right of way to a point; thence southerly 599'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-12-1.1, 59.11-12-2.1, 59.11-12-3.1, 59.11-12-4.1, 59.11-12-5.1, 59.11-12-6.1, 59.11-12-7.1, 59.11-12-8.1, 59.11-12-9.1, 59.11-12-10.1, 59.11-12-12.11 & 59.11-12-13.1 to a point on the northerly boundary of 5th Street; thence southerly 49'± across the 5th street right of way to a point; thence southerly 397'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-2-8.11, 59.15-2-6.1, 59.15-2-5.1, 59.15-2-4.1, 59.15-2-3.1 & 59.15-2-2.1 to a point; thence 150'± easterly along the northerly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point on the westerly right of way of First Avenue; thence southerly 201'± along the westerly right of way of First Avenue and easterly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point; thence westerly 62'± to a point on the easterly boundary of Tax Parcel ID No. 59.15-2-1.1; thence southerly 99'± to a point on the northerly right of way of East Campbell Road; thence northwesterly along the northerly right of way of East Campbell Road 76'± to a point; thence southerly 126'± across the East Campbell Road right of way and along the easterly boundary of Tax

Parcel ID No. 59.15-5-1.1 to a point; thence easterly 41'± to a point; thence southerly 81'± along the easterly boundary of Tax Parcel ID No. 59.15-5-1.1 to a point on the northerly right of way of May Avenue; thence 46'± southerly across the May Avenue right of way to a point on the easterly boundary of Tax Parcel ID No. 59.15-5-36; thence 252'± southerly along the easterly boundaries of Tax Parcel ID Nos. 59.15-5-36 and 59.15-5-35.1 to a point on the northerly right of way of William Street; thence westerly 77'± along the southerly boundary of Tax Parcel ID No. 59.15-5-35.1 and northerly right of way of William Street to a point; thence southerly 79'± across the William Street right of way and along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 50'± to point; thence southerly 66'± along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 1023'± along the northerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence the following three (3) courses and distances along the easterly boundary of Tax Parcel ID No. 59.15-9-17.1: 1) southerly 152'± to a point; 2) easterly 128'± to a point; 3) southerly 514'± to a point on the southerly boundary of Tax Parcel ID No. 59.15-9-17.1; thence westerly 217'± to a point; thence northerly 1298'± along the southerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence westerly 75'± along the southerly boundary of Tax Parcel ID No. 59.15-9-16.1 to a point on the easterly right of way of Howell Street; thence westerly 51'± across the Howell Street right of way to a point; thence 86'± southerly along the easterly boundary of Tax Parcel ID No. 59.15-8-22.1 and westerly right of way of Howell Street to a point; thence westerly 52'± along the southerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence northerly 42'± along the westerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence westerly 144'± along the southerly boundary of Tax Parcel ID No. 59.15-8-21.1 and across the Stoodley Place right of way to a point; thence southerly 76'± along the easterly boundary of Tax Parcel ID No. 59.15-8-2.11 and westerly right of way of Stoodley Place to a point; thence westerly 67'± along the southerly boundary of Tax Parcel ID No. 59.15-8-2.11 to a point; thence southerly 708'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-8-2.11, 59.19-1-1.11, 59.19-1-1.31, 59.19-1-2.1, 59.19-1-3.1, 59.19-1-4.1 & 59.19-1-5.1 to a point; thence westerly 35'± along the southerly boundary of Tax Parcel ID No. 59.19-1-5.1 to a point; thence southerly 720'± along the easterly boundaries of Tax Parcel ID Nos. 59.19-1-6.1, 59.19-1-7.1, 59.19-1-8.11, 59.19-1-9.1 & 59.19-1-12.1 to a point on the northerly right of way of Knox Drive; thence westerly 93'± along the northerly right of way of Know Drive and southerly boundary of Tax Parcel ID No. 5.19-1-12.1 to a point; thence westerly 378'± to appoint; thence southerly 227'± across the Knox Drive right of way and along the easterly boundary of Tax Parcel ID No. 59.19-5-3.1 to a point; thence easterly 602'± along the northerly boundary of Tax Parcel ID No. 59.19-5-2.1 to a point; thence southerly 556'± along the easterly boundary of Tax Parcel ID Nos. 59.19-5-2.1, 71.7-1-1 & 71.7-1-3.1 to a point; thence westerly 242'± along the southerly boundary of Tax Parcel ID No. 71.7-1-3.1 to a point; thence 229'± southerly along the easterly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence westerly 678'± along the southerly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence southeasterly 295'± along the easterly boundary of Tax Parcel ID No. 71.7-1-6.111 to a point; thence southwesterly 206'± along the southerly boundary of Tax Parcel ID No. 71.7-1-6.111 and across the Curry Road right way to a point; thence southeasterly 282'± along the southerly right of way of Curry Road and northerly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southerly 443'± along the easterly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southeasterly 505'± along the northerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence westerly 173'± along the southerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence southerly 541'± along the easterly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence westerly 112'± to a point; thence southerly 91'± to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-11.2; thence westerly 198'± along the southerly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence 136'± southerly across the Marra Lane right of way and along the easterly right of way of 71.6-5-3.1 to a point; thence westerly 565'± along

the southerly boundaries of Tax Parcel ID Nos. 71.6-5-3.1 & 71.6-5-5.1 and across the New York State Thruway Spur to a point on the southerly boundary of Tax Parcel ID No. 71.6-5-6; thence continuing westerly 1163'± along the southerly boundary of Tax Parcel ID No. 71.6-5-6 and across the New York State Thruway (I-90) to a point on the southerly boundary of Tax Parcel ID No. 71.5-1-5.3; thence westerly 2263'± along the southerly boundary of Tax Parcel ID No. 71.5-1-5.3 to the point of **BEGINNING**.

RESOLUTION NO. 291.25

RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING THE PROPOSED LEASE OF WAREHOUSE SPACE FOR STORAGE OF TOWN EQUIPMENT

WHEREAS, the Town of Rotterdam has identified the need for additional storage space for various Town-owned equipment due to insufficient existing space; and

WHEREAS, the Town is considering entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing such equipment; and

WHEREAS, pursuant to Section 198 of the New York State Town Law, a public hearing is required prior to entering into a lease agreement involving real property interests;

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 calls for a public hearing to be held on September 24, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the proposed lease of warehouse space for the storage of Town equipment.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

> For the consideration of entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for the lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing Town equipment.

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

DATED: September 10, 2025
Daily Gazette: Please publish once on September 12, 2025
Town Clerk
Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 8, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Senior Building Inspector
TITLE OF REQUEST:	Call for a Public Hearing to authorize Supervisor to enter into agreement with FG Rotterdam Holdings, LLC for 16 (Sixteen) months.
TOWN BOARD MEETING:	August 13, 2025
Background Information:	The Town is looking for a Warehouse to store equipment.
Evaluation/Analysis:	FG Rotterdam Holdings, LLC is offering a 7300 square foot warehouse at $2,737.50 per month for 16 (Sixteen months).
Recommendation(s):	A public hearing is required in order to enter into the agreement with FG Rotterdam Holdings, LLC for the lease agreement terms.
Attachment/Document(s):	Draft Lease Agreement
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	Town Law, §198(12)(a)
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

L E A S E A G R E E M E N T

for

BUILDING 20
ROTTERDAM CORPORATE PARK
SCHENECTADY, NEW YORK

between

FG ROTTERDAM HOLDINGS, LLC
220 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NEW YORK 12305

and

TOWN OF ROTTERDAM
1100 SUNRISE BOULEVARD
ROTTERDAM, NEW YORK 12306

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L E A S E A G R E E M E N T

THIS LEASE AGREEMENT (the "Lease") is made as of the ___ day of _____, 2025, between **FG ROTTERDAM HOLDINGS, LLC**, a New York corporation, having an office at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, hereinafter referred to as the "Lessor" and **TOWN OF ROTTERDAM**, which has a business office at 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter referred to as the "Lessee".

WITNESSETH that the Lessor hereby leases to the Lessee and the Lessee hereby hires and takes from the Lessor those premises described as a portion of Building 20 consisting of approximately 7,300 square feet (the "Demised Premises", as shown on the Floor Plan attached hereto and made a part hereof, as Exhibit A), located in the Rotterdam Corporate Park, Town of Rotterdam, County of Schenectady, State of New York (the "Park"), upon the terms and conditions hereinafter set forth, and the Lessee does hereby covenant with the Lessor as follows:

1. **TERM:** The term of this Lease (the "Lease Term") shall be for a period of sixteen (16) months commencing October 1, 2025 (the "Commencement Date") and ending January 31, 2027.

2. **RENTAL:** As rental for the Demised Premises (the "Base Rent" or "Rent") the Lessee hereby agrees to pay the Lessor without deduction, setoff, prior notice or demand $4.50 per square foot, per annum, gross ($2,737.50 monthly), in advance on the first day of each and every month commencing on the Commencement Date. Said Rent to be paid to the Lessor electronically or by good check mailed to Lessor at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, or at such other place or places as the Lessor may from time to time direct. Lessee shall pre-pay the first months' Rent contemporaneously with the execution of this Lease by the Lessee. The Lessee shall pay a "late charge" of two (2%) percent per month from the due date if any installment of Rent or Additional Rent (as hereinafter defined) shall be received by Lessor more than five (5) days after its due date. Nothing herein contained shall be deemed to limit any right or remedy which the Lessor may have under this Lease, at law or in equity.

3. **CONDITION OF PREMISES**: The Lessee covenants that the Lessee has examined the Demised Premises, knows the condition thereof and acknowledges that the same are accepted "as is" in good order and repair except that Lessor shall demo the temporary walls to create a wide open space. Lessee shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all other applicable laws relating to occupational safety and health and rules and regulations promulgated thereunder, and the Lessee shall further comply with all laws, rules and regulations of the State of New York (the "State") and any department, agency, board, or political sub-division of the State pertaining to building construction or safety applicable to either the Lessee or the Lessor and shall hold the Lessor harmless therefrom. Nothing herein shall be construed as preventing the Lessor from taking such action as it shall deem necessary for the protection of its interests in respect to any order, decree, judgment or other act of any Federal or State department, agency or board.

4. **UTILITIES**: The Lessor or public utility shall provide and maintain the necessary mains, ducts and conduits in order to bring water and electricity service to the Demised Premises and to carry sewage therefrom. All means of distribution of such services within the Demised Premises shall be supplied and maintained by the Lessee at the Lessee's expense.

a. ELECTRICAL: The Lessee has made known to the Lessor its electricity requirements prior to the execution of this Lease and in the absence of any change in such requirements, the Lessor may assume that the Lessee's requirements will not exceed the electrical capacity available to the Demised Premises on the Commencement Date. In the event the Lessee requires additional capacity, any additional risers, feeders, meters, wiring or other equipment required thereby shall be installed by the Lessor or a qualified contractor upon the Lessee's request and at the Lessee's cost and expense, provided, however, that in the Lessor's sole judgment, the same are reasonably necessary and will not cause permanent damage or injury to the Demised Premises or cause or create a dangerous or hazardous condition or entail excessive alterations, repairs or expense or unreasonably or materially interfere with or disturb other lessees. For purposes of this paragraph a "qualified contractor" must secure necessary approvals and comply with utility and code requirements. Said "qualified contractor" shall furnish to the Lessor proof of liability insurance and workmen's compensation insurance. Lessor has installed a meter in the Demised Premises to measure electrical usage. Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. Electrical service shall be directly with the utility provider selected by Lessor, from time to time, as hereinafter provided. Lessee shall request service in its own name on or before the Commencement Date and shall pay for such service directly to the utility provider. The cost for electricity used is to be the then current charge by the applicable utility service provider.

b. WATER/SEWER: Lessor has installed a water meter and thereby measures the Lessee's water consumption. The Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. In the event of activation of the unmetered sprinkler system due to fire or acts of Lessee, Lessor shall render a bill for water consumption based on output per head times the duration of sprinkler flow. The cost of water and sewer is to be the then current charge by the municipality and billed based on the water meter readings. Lessee is to make payment upon presentation of a bill by Lessor and the amount thereof shall be deemed Additional Rent hereunder. Availability of water is dependent upon the municipality and is beyond the Lessor's control

c. PROPANE: Lessee shall contract with a propane vendor and pay all costs of propane directly to the propane vendor.

d. SPRINKLERS: Sprinklers and sprinkler systems now existing in said Demised Premises shall be maintained and serviced by the Lessor, provided, however, that if any such system or any of its appliances shall be damaged or injured or rendered

otherwise than in proper working order by reason of any act or omission of the Lessee, the Lessee's agents, servants, employees, licensees or visitors, the Lessor shall forthwith restore such equipment to good working condition and order at Lessee's expense. If by reason of the acts or operations of the Lessee, the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or municipal government requires or recommends any change in such sprinklers or sprinkler system or if any change is necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by such exchange or by any fire insurance company, the Lessee shall at its own expense promptly make such change. Any changes whatsoever in the sprinkler system desired by the Lessee must be submitted to the Lessor for the review and approval of the Lessor's insurer.

In the event the Lessee shall fail to pay any tax, rent, levy or charge for any utility service, which by reason of such non-payment may become a lien upon any part of the premises of the Lessor, the Lessor may, upon five (5) days' written notice thereof to the Lessee, make payment of such tax, rent, levy or charge together with any interest, penalties or other accruals due thereon, and upon such payment the amount thereof shall immediately become due and payable by the Lessee to the Lessor as rent hereunder.

The Lessor may interrupt or suspend the supply of any such service to the Demised Premises in order to make any necessary repair or alteration to the Demised Premises or to any other Building or other part of the premises of the Lessor and there shall be no abatement in Rent and/or Additional Rent because of any such interruption or suspension provided that the Lessor shall make such repair or alteration with reasonable diligence and provided further that such repair or alteration shall not unreasonably interfere with the Lessee's business. The Lessor may at any time during the Lease Term, assign, convey, transfer or set over to any municipality having jurisdiction or to any public utility corporation or private water corporation or sewage disposal corporation any or all of the Lessor's right, title and interest in and to such public utility facilities and thereupon require the Lessee to make payment for such services to such assignee, municipality, firm or corporation in accordance with such rates as such assignee may establish. Upon any such conveyance, assignment or transfer, there shall be no abatement of Rent and/or Additional Rent due and payable hereunder by reason of any interruption of such service resulting from the act or fault of such assignee.

5. **UTILITY DEREGULATION:**

a. LESSOR CONTROLS SELECTION. Lessor has advised Lessee that presently Lessor's service provider is National Grid (the "Service Provider") to provide electric and natural gas service for the Industrial Park. Notwithstanding the foregoing, if permitted by Law, Lessor shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity and/or gas service (each company shall hereinafter be referred to as an "Alternative Service Provider") or continue to contract for service from the Service Provider.

b. LESSEE SHALL GIVE LESSOR ACCESS. Lessee shall cooperate with Lessor, the

Service Provider, and any Alternative Service Provider at all times and, as reasonably necessary, shall allow Lessor, Service Provider and any Alternative Service Provider reasonable access to the gas and electric lines, feeders, risers, wiring, and any other machinery within the Demised Premises.

c. LESSOR NOT RESPONSIBLE FOR INTERRUPTION OF SERVICE. Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy or natural gas furnished to the Demised Premises, or if the quantity or character of the electric energy or natural gas supplied by the Service Provider or any Alternative Service Provider is no longer available or suitable for Lessee's requirements, and no such change, failure, interference, disruption or defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent and/or Additional Rent, or relieve Lessee from any of its obligations under this Lease.

6. **TAXES, INSURANCE AND OPERATING COSTS**: INTENTIONALLY DELETED.

7. **USE**: The Demised Premises are hereby leased to the Lessee upon the express condition that the Lessee shall use the said Demised Premises for vehicle and equipment storage and for no other purpose without the written consent of the Lessor first obtained. All uses to which the Demised Premises shall be put by the Lessee shall conform to all applicable laws, ordinances, rules or regulations relating to the Demised Premises and shall also conform to any special use permit or certificate of occupancy or other permit of any kind issued or required to be issued by any governmental authority having such jurisdiction over the Demised Premises and shall not be put to any such use by the Lessee until all governmental rules and regulations relative to or affecting such use have been complied with and all governmental permits required as a condition precedent to such use shall have been obtained. The Lessee shall conduct its business throughout the Lease Term hereof in a first-class manner and shall not use the Demised Premises for or carry on or permit upon said Demised Premises any offensive, noisy, or dangerous business, trade, manufacture or occupation or any nuisance or any activity contrary to public policy or any activity causing a noxious or offensive odor or causing pollution to the atmosphere, nor permit any auction sale to be held or conducted upon said Demised Premises, nor shall it use or permit the use of such Demised Premises or part thereof for any immoral or any other purpose prohibited by law or which will increase the rate of insurance upon the building in which said Demised Premises may be located or cause a cancellation of any insurance policy covering said building or any part thereof. The Lessee shall not do or suffer anything to be done upon said Demised Premises which will cause structural injury to said Demised Premises or to the building of which the same form a part, nor shall it cause said Demised Premises to be overloaded, nor shall it permit any machinery, apparatus or other appliance to be used or operated upon said Demised Premises which will in any way vibrate, shake or otherwise injure said Demised Premises or the building of which the same form a part, nor shall the Lessee permit any noisemaking device to be operated or allowed upon said Demised Premises for the purpose of attracting trade or otherwise. The Lessee shall not permit any use to be made of the Demised Premises which will in any way impair the efficient operation of the sprinkler

within the building containing the Demised Premises. The Lessee shall not leave said Demised Premises unoccupied or vacant during the Lease Term hereof. If any act on the part of the Lessee or use of the Demised Premises by the Lessee shall cause directly or indirectly any increase of the Lessor's insurance expense, such additional expense shall be paid by the Lessee to the Lessor upon demand as Additional Rent. No such payment by the Lessee shall limit the Lessor in the exercise of any other rights or remedies or constitute a waiver of the Lessor's right to require the Lessee to discontinue such act or use. Under no conditions will Lessor permit Lessee to use outside areas for parking of unregistered and/or disabled or non-functioning or damaged vehicles, or for the accumulation of pallets and/or other packing materials.

8. **REPAIRS AND MAINTENANCE**: Lessor shall deliver the Demised Premises in broom clean condition and shall ensure that all building facilities are in good working order. Throughout the Lease Term the Lessee shall take good care of the Demised Premises.

Lessor is responsible for common area maintenance; and for the maintenance of the structural and exterior of the building (unless damage is caused by Lessee), including the roof and all components thereof, load-bearing walls, slabs and floors (but not floor coverings), utility distribution up to the building, sprinklers, foundations and supports; repairs of parking/pavement areas; and snow removal of the main roads only in accordance with the Snow Removal Policy attached hereto and made a part hereof as Exhibit “B”.

Lessee is responsible for the maintenance and repairs of all non-structural elements and systems of the Demised Premises including without limitation, loading dock equipment, HVAC, plumbing fixtures and equipment, interior electricity facilities, doors and windows and snow removal. If Lessee desires services by Lessor's maintenance personnel, such will be performed on a work order basis only and Lessee will be responsible for prompt payment of such invoice relating to the work order.

When used in this paragraph the term "repairs" shall include all necessary alterations, additions and betterments of a non-structural nature, including replacement in the event Lessee damages or fails to properly maintain such non-structural element or system. All repairs made by either party shall be at least equal in quality and class to the original work. Upon the expiration of the Lease Term or sooner termination, the Lessee shall surrender the Demised Premises to the Lessor in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. The Lessee shall at its own expense maintain all portions of the Demised Premises and immediately adjoining areas in a clean and orderly condition free of dirt and rubbish, and the Lessee shall remove or cause to be removed all rubbish from the Demised Premises and immediately adjoining areas at the Lessee's expense. Lessee must install a dumpster or similar trash receptacle of ample size at inception of occupancy. In the event the Lessee permits accumulations of rubbish, which the Lessor in the exercise of its sole judgment may deem unreasonable or harmful, injurious or deleterious to the use and enjoyment of the remainder of the premises of the Lessor of which the Demised Premises are a part, the Lessor may remove such rubbish and charge the cost thereof to the Lessee and the Lessee shall thereupon become liable to the Lessor for such cost as Additional Rent. Lessee shall keep all fire doors clear and shall not

obstruct dock areas with vehicles or goods excepting the normal process of loading and unloading operations from inside storage to transport vehicles. Lessee shall be solely and separately responsible for chemical waste collection and disposal in accordance with all applicable federal, state, and local environmental and safety laws.

9. **ALTERATIONS AND LIENS**: (A) The Lessee shall make no alterations or additions to the Demised Premises without prior written consent of the Lessor in each instance. Upon the giving of such written consent all alterations, additions and improvements, including fixtures made in, to or on the Demised Premises, except unattached moveable business fixtures, shall become the property of the Lessor and shall remain upon and be surrendered with the Demised Premises, except that the Lessee shall ascertain from the Lessor within sixty (60) days before the expiration of this Lease Term whether the Lessor desires to have the Demised Premises or any part or parts thereof restored to their condition as of the time of the delivery thereof to the Lessee and, if the Lessor so desires, the Lessee shall restore said Demised Premises or such part or parts thereof to such original condition before the end of the Lease Term entirely at the Lessee's own cost and expense. The Lessee shall indemnify and save and hold harmless the Lessor from all liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for the Lessee upon said Demised Premises during said term and agrees not to suffer any such lien or encumbrance to be imposed on any of the Lessor's premises. The Lessor shall have the right, after the giving of not less than five (5) days' notice to the Lessee to remove such lien or encumbrance, to bring such action or proceeding as may be necessary to effect the removal thereof and the costs and expenses thereof, including reasonable attorney's fees, shall become immediately due and payable by the Lessee to the Lessor as Additional Rent.

B) Prior to the commencement of any such alterations, additions or improvements, Lessee shall provide to Lessor with the following: (i) copies of the plans and specifications relative thereto; (ii) copies of all necessary building permits and all other requisite permits and approvals; (iii) copies of construction contracts with constructors reasonably acceptable to the Lessor; and (iv) copies of insurance reasonably required by Lessor, naming Lessor as an additional insured. The Lessee hereby agrees that all such alterations, additions and improvement shall (a) incorporate only new materials; (b) be at least equal in quality and workmanship to the original work or installation; (c) be in accordance with reasonable requirements as Lessor may impose; (d) be constructed in accordance with all applicable laws, rules, regulations and directives of all governmental authorities having jurisdiction over the Demised Premises; (e) be constructed in such a manner so as not to interfere with the use and enjoyment of the Building or the Industrial Park by the Lessor or other tenants, occupants, licensees or invitees of the Industrial Park; (f) automatically become the property of the Lessor upon construction and installation of same within the Demised Premises.

10. **ENTRY AND INSPECTION**: The Lessor and its agents may enter upon the Demised Premises at all reasonable times to inspect the same, to submit them to a prospective purchaser or to make any repairs which the Lessor shall consider necessary for the protection, improvement or preservation of the building in which the Demised Premises are situated, or to make any changes in the plumbing, wiring, meters or other equipment, fixtures or appurtenances of the building, provided that the same may be performed without material

interference with the business operations of the Lessee, and there shall be no liability against the Lessor in favor of the Lessee for damages sustained by the Lessee by reason of such repairs or changes nor shall the Lessee be entitled to any abatement of Rent and/or Additional Rent by reason thereof. At any time after sixty (60) days prior to the termination of the Lease the Lessor may place on said Demised Premises any usual or ordinary "To Let" or "To Lease" signs. For the purposes of this paragraph, the Lessor may hold at all times a duplicate set of keys to the Demised Premises. The Lessee shall make no changes in locks or other facilities controlling access to the Demised Premises without the permission of the Lessor and whenever such permission is granted, the Lessee shall provide the Lessor with a duplicate set of keys so as to provide the Lessor with access at all times.

11. **SUBLETTING AND ASSIGNMENT**: The Lessee shall not, without the Lessor's prior written consent, assign or sublet this Lease or permit any person or entity other than the Lessee to use or occupy, or store goods, materials or other property (such goods, materials and property being hereinafter referred to as "Property") at the Demised Premises or any part thereof.

Any (a) attempt at assignment or subletting (b) attempt to permit any person or entity (a "Licensee") other than the Lessee to use, or occupy any portion of, or store any Property at the Demised Premises, without the consent of the Lessor in each instance, shall be void and shall constitute a breach of this Lease. In the event of such prohibited assignment, sublet or use, occupancy or storage, the Lessor may avail itself of any other remedies contained in this Lease and any other remedy available to it under applicable law. In addition to the foregoing, in the event of any breach of clause (b) in the preceding sentence, the Lessor may cause the removal of such occupant and/or materials, goods or Property, at the sole cost and expense of the Lessee.

Any proposed assignment shall contain a written assumption by the assignee of all of the Lessee's obligations under this Lease. Any sublease shall (a) provide that the Lessee shall procure and maintain a policy of insurance as required of the Lessee under this Lease; (b) provide for a copy to the Lessor of any notice of default by either party; and (c) otherwise be reasonably acceptable in form to the Lessor.

The Lessor's consent to any assignment, subletting or use, occupancy or storage as above stated, may be withheld at the Lessor's sole and absolute discretion. No consent by the Lessor to any subletting, assignment or use, occupancy or storage of Property by any Licensee shall be deemed to be a consent to any further subletting (or sub-subletting), assignment or any other use, occupancy or storage by any Licensee (including any expanded use by the Licensee for whom permission is being given).

In the event that the Lessee assigns or subleases any portion of the Demised Premises or permits the use, occupancy or storage of Property at any portion of the Demised Premises by a Licensee, the Lessee shall pay to the Lessor monthly, as Additional Rent hereunder, one hundred (100%) percent of the amount calculated by subtracting from the rent and other charges and considerations payable from time to time by the assignee, Lessee or Licensee to the Lessee for aforesaid space, the amount of rent and other charges payable by the Lessee to

the Lessor under this Lease, allocated to the assigned, subleased or otherwise utilized portion of the Demised Premises.

Without limiting Lessor's other rights hereunder, Lessee, in no event, shall have any right to sublet or assign this Lease or grant any Licensee the right to use or occupy all or any portion of the Demised Premises except on the following terms and conditions:

a) Such subletting, assignment, or grant of any right of use or occupancy, shall not relieve the Lessee from its duty to perform fully all of the agreements, covenants and conditions set forth in this Lease or any Guarantor, if any, from the obligations of any Guaranty executed and delivered in connection with this leasing.

b) The Lessee shall provide the name of the proposed Lessee, assignee or Licensee, the terms and conditions of the proposed subletting, assignment or agreement for use or occupancy, the nature and character of the business of the proposed Lessee, assignee or Licensee, and banking, financial and other credit information relating to the proposed assignee, Lessee or Licensee reasonably sufficient to enable Lessor to determine the financial responsibility of said proposed Lessee, assignee or Licensee.

c) In lieu of granting or withholding its consent to any requested assignment, sublease or right of occupancy, upon the receipt of such request from Lessee, Lessor shall have an option, to be exercised in writing within forty-five (45) days thereafter, to terminate this Lease effective on a date (the "Termination Date") set forth in Lessor's notice of termination either, at Lessor's option, with respect to the entire Demised Premises or the portion subleased or used by a Licensee which shall not be less than thirty (30) days nor more than one hundred twenty (120) days following the service upon Lessee of Lessor's notice of termination.

d) In the event Lessor shall exercise such option to terminate this Lease, this Lease shall expire on the Termination Date either in its entirety or with respect to the portion being recaptured as if that date had been originally fixed as the expiration date of the Lease Term herein granted and Lessee shall surrender possession of the entire Demised Premises or portion thereof being recaptured on the Termination Date in accordance with the provisions of this Lease.

e) Any subletting or assignment shall be for the entire Demised Premises only;

f) The subletting, assignment or grant of any right with respect to use and occupancy shall be to a person or entity whose occupancy will be in keeping with the dignity and character of the then use and occupancy of the Demised Premises and the Industrial Park by other lessees or occupants and whose occupancy will not be more objectionable or more hazardous than that of Lessee herein. In no event shall any subletting or assignment be permitted to a school of any kind or an employment or placement agency; or governmental or quasi-governmental agency;

g) The subletting, assignment or granting of a right of use and occupancy shall not be to any person or entity who is then a tenant of the Industrial Park;

h) The subletting or assignment shall not be at a lower rental rate, nor shall any charges relating to use and occupancy be lower, than that being charged by Lessor or its affiliates at the time for similar space in the Industrial Park;

i) The sublease, assignment or agreement with respect to use and occupancy will expressly prohibit further assignment of this Lease, or any sublease or agreement for use or occupancy or any further subletting, or granting of rights of use and occupancy by the Lessee, assignee or Licensee without, in each instance, receiving Lessor's prior written consent.

j) If this Lease shall be assigned, or if the Demised Premises or any part thereof, be sublet or occupied by any person or persons other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent and/or Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection of Rent and/or Additional Rent shall be deemed a waiver of the covenants contained in this Lease, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant or a release of Lessee from the full performance by Lessee of all of the terms, conditions and covenants of this Lease.

k) The Lessee shall reimburse the Lessor for all legal costs involved in reviewing a proposed assignment, subletting or agreement with any Licensee for the use, occupancy or storage of any Property.

12. **LIABILITY AND INSURANCE**: The Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold the Lessor and its directors, officers, shareholders, mortgagees, industrial development agencies, agents, representatives and employees harmless and free from and against any and all claims, losses, costs, liabilities, penalties, damages, expenses, causes of action and/or judgments, including, without limitation, penalties, fines and reasonable attorney's fees (collectively "Damages"), (but excluding indirect and consequential damages) in connection with or arising from or by reason of (a) any default by Lessee in the performance of its obligations under this Lease, or the failure of any covenant or representation made by Lessee in this Lease, (b) the use or occupancy or manner of use or occupancy of the Demised Premises by Lessee or any person occupying the Demised Premises, (c) any injury or damage to any person or persons or property including, without limitation, the Lessee, its servants, agents and employees, from any cause or causes whatsoever, or (d) any occurrence on the Premises from any cause whatsoever, including leakage and environmental contamination, while in, upon or in any way connected with the Demised Premises or its appurtenances. The foregoing indemnity does not include Damages to the extent such Damages are caused by the gross negligence or willful misconduct of Lessor. This indemnification shall survive the termination or expiration of this Lease for any reason whatsoever. If the foregoing indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the

fullest indemnity permitted by law.

The Lessor shall not be liable for any loss or damage occasioned by failure to keep said Demised Premises in repair and free from refuse, obnoxious odors, vermin or other foreign matter; defective wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures; the bursting, leaking, running or clogging of the above pipes or fixtures; any defect or malfunction, bursting, leaking, running or clogging of any heating or air conditioning equipment, cistern, tank, sprinkler system, boiler, wash stand, closet or wastepipe; accidental discharge of the sprinkler; water, snow, ice or other foreign matter being upon or coming through the roof, skylights, trapdoors, doors, windows or otherwise; acts of negligence or failure to comply with lease covenants by other tenants of the Lessor; acts of negligence of guests, invitees and employees of the Lessee or other occupants of the Demised Premises; acts of negligence of any owners or occupants of adjacent or contiguous property or their employees; acts of God; or acts of negligence of any persons not in the employ of the Lessor.

The Lessee shall take out and keep in force during the Lease Term hereof, at the Lessee's expense, commercial general liability and other insurance in companies acceptable to the Lessor to protect against any liability to the public, whether to persons or property, incident to the use of said Demised Premises or resulting from accident occurring in or about said Demised Premises or the areas immediately adjacent thereto, which insurance shall be in an amount not less than $1,000,000.00 to indemnify against the claim of one person for personal injuries and not less than $3,000,000.00 to indemnify against the claim of two or more persons for personal injuries in any one occurrence and in an amount not less than $1,000,000.00 per occurrence to indemnify against a claim or claims for property damage. The Lessee shall also take out and keep in force during the Lease Term, at the Lessee’s expense, New York State statutory worker’s compensation insurance policy and employer liability and automobile liability policy in an amount not less than $1,000,000 combined limit. The Lessee shall cause every insurer to agree by endorsement upon the policy or policies issued by it, or by independent instrument furnished to the Lessor, that such insurer will give the Lessor ten (10) days' written notice at the address where rental is paid before the policies in question shall be altered or canceled. Certified copies of said policies or certificates of insurance naming the Lessor, Rotterdam Ventures, Inc. and the Schenectady County Industrial Development Agency as additional insureds by endorsement shall be furnished at the time of Lease inception. Said policies shall be renewed at the end of each policy period.

The Lessor and Lessee hereby release one another and their respective officers, agents, employees and servants from any and all claims or demands for damages, loss, expense or injury to the Demised Premises or to the furnishings and fixtures and equipment or inventory or other property of either the Lessor or the Lessee in, about or upon the Demised Premises, as the case may be, which may be caused by or result from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss, provided, however, that such release and waiver shall be effective only to the extent of the insurance coverage for such loss. This paragraph does not preclude the respective parties from any and all other remedies at law which are available and in no way are their respective rights prejudiced.

All contractors entering the Industrial Park at the request of Lessee shall name the Lessor, as additional insured on their insurance and furnish Lessor with a copy of same prior to commencing any work therein. Lessee is required to enter into written contracts with all contractors who enter the Demised Premises on their behalf, which contracts must contain indemnification provisions satisfactory to the Lessor, in the exercise of Lessor's reasonable discretion, for the benefit of the Lessor.

13. **ABANDONMENT**: In the event the Demised Premises become abandoned, vacated or surrendered or in the event the Lessee be dispossessed or evicted by process of law, the Lessor, in addition to all other remedies granted by this Lease or available by operation of law, may deem that any personal property belonging to the Lessee left on said Demised Premises is abandoned, and the Lessor may enter upon said Demised Premises and remove therefrom any and all equipment, fixtures and merchandise and sell the same at public or private sale at such price and upon such terms as the Lessor may determine without notice to or demand upon the Lessee. Out of the proceeds of such sale the Lessor may reimburse itself for the expense of such taking, removal and sale and for any indebtedness of the Lessee to the Lessor and the surplus, if any, shall be accounted for the Lessee.

14. **DEFAULT**: In the event the Lessee (a) fails to pay the Rent and/or Additional Rent herein provided or any part thereof or any other sum required by the Lessee to be paid to the Lessor at the time or in the manner herein provided and within five (5) days after receipt of notice of non-payment (which notice need not be given more then twice in any twelve (12) month period or no more then five (5) times in the aggregate during the entire Lease Term, after which time a default shall be deemed to have occurred if any amount required to be paid hereunder is not paid by its due date); or (b) if the Lessee abandons or vacates said Demised Premises or violates any of the provisions of this Lease respecting assignments or subletting, or the provisions of any required insurance; or (c) defaults in any of the other covenants or conditions on the Lessee's part to be performed hereunder and such default is not cured within ten (10) days after notice by the Lessor to the Lessee of such default, then such default or breach or act shall give the Lessor the right to re-enter the Demised Premises and remove all persons and all or any property therefrom either by summary dispossess proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy said Demised Premises together with all additions, alterations and improvements, and in such case the Lessor may either relet the Demised Premises or any parts thereof as agent of the Lessee and receive the Rent and Additional Rent applying the same first to the payment of such expenses as the Lessor may have incurred and then to the fulfillment of the covenants of the Lessee. The Lessor may rent said Demised Premises for a term extending beyond the term hereby granted without releasing the Lessee from any liability. Upon the expiration of this Lease prior to the expiration of its term by operation of any provision hereof or by summary proceedings or otherwise, then, whether or not the Demised Premises be relet, the Lessee shall remain liable for and shall pay the Lessor, until the time when this Lease would have expired but for such termination or expiration, the equivalent of the amount of all of the Rent and Additional Rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Lessee to the Lessor on the several rent days above specified.

In all events, Lessee is liable for all damages, costs and expenses, of whatever kind or nature, direct or indirect, suffered by Lessor as a result of the occurrence of an event described above (an "Event of Default"). If Lessee fails to promptly pay Lessor for the damages suffered, Lessor may pursue a monetary recovery from Lessee. Included among those damages are all expenses incurred by Lessor in repossessing the Demised Premises (including increased insurance premiums resulting from Lessee's vacancy), all expenses incurred by Lessor in reletting the Demised Premises (including those incurred for advertisements and brokerage fees and needed repairs, remodeling and replacements), all concessions granted to a new lessee on a reletting, all losses incurred by Lessor as a result of Lessee's default, a reasonable allowance for Lessor's administrative costs attributable to Lessee's default, and all reasonable attorney's fees incurred by Lessor in enforcing any of Lessor's rights or remedies against Lessee. The Lessee hereby expressly waives any and all rights of redemption in the event of eviction or dispossession by judgment or warrant of any court or judge, and the Lessee waives and will waive all right to trial by jury in any summary proceeding hereafter instituted by the Lessor against the Lessee in respect of the Demised Premises. All remedies herein provided shall be deemed cumulative and shall in no way limit or restrict the Lessor from pursuing such other and further remedies as may be allowed at law or in equity.

15. **ACCELERATION OF RENT UPON DEFAULT**: INTENTIONALLY DELETED.

16. **HOLDING OVER**: Lessor and Lessee recognize that the damage to Lessor resulting from any failure by Lessee to timely surrender possession of the Demised Premises will be substantial, will exceed the amount of the monthly installments of the Rent and Additional Rent payable hereunder, and will be impossible to measure accurately. Lessee therefore agrees that if possession of the Demised Premises is not surrendered to Lessor upon the expiration date or sooner termination of this Lease, in addition to any other rights or remedies Lessor may have hereunder or at law, Lessee shall pay to Lessor, as liquidated damages, a sum equal to two times the aggregate of a full month's Base Rent and Additional Rent that was payable under this Lease during the last month of the Lease Term for each month and for each portion of any month during which Lessee holds over in the Demised Premises after the expiration date or sooner termination of this Lease, regardless of the number of days Lessee remains in the in the Demised Premises beyond expiration date or sooner termination of this Lease. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Demised Premises after the expiration date or sooner termination of this Lease. The provisions of this paragraph shall survive the expiration date or sooner termination of this Lease. Lessee's occupancy subsequent to the expiration date or sooner termination of this Lease, whether or not with the consent or acquiescence of Lessor, shall be deemed to be that of a tenancy-at will and in no event from month-to-month or year-to-year and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this paragraph. In the event the Lessee defaults or remains in possession of the Demised Premises or any part thereof after the expiration of the tenancy-at-will created hereby then the Lessee's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.

17. **EXCUSABLE DELAY**: Whenever Lessor is required by the provisions of this Lease to perform an obligation or any work and Lessor is prevented from doing so by reason of an Excusable Delay (as hereinafter defined), Lessor shall be temporarily relieved of its obligation to so perform, provided it promptly notifies the Lessee of the specific delay and exercises due diligence to remove or overcome it. The words "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockage or embargo; unforseen physical (including environmental) conditions; failure or inability to secure (i) materials (or their reasonable substitutes) after diligent effort, (ii) supplies (or their reasonable substitutes) after diligent effort; or (iii) labor through ordinary sources after diligent effort; regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of Lessee which prevents the Lessor from complying, or which materially and adversely interferes with the Lessor's ability to comply with, an obligation under this Lease on Lessor's part to be performed. Any time limits required to be met by Lessor hereunder, whether specifically made subject to Excusable Delay or not, except those related to the provision of insurance and the payment of Rent under this Lease shall, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any performance called for is delayed due to Excusable Delay. Lessee shall, in no event, have any right to terminate this Lease, abate Base Rent or Additional Rent or assert a claim of partial or total actual or constructive eviction because of any failure by Lessor to perform any obligation or work required to be performed under this Lease, if such failure occurs by reason of Excusable Delay. In no event, however, shall an Excusable Delay be applicable to any obligation of Lessee to pay Rent or Additional Rent hereunder, to pay any other sum of money required to be paid hereunder or to provide any insurance required to be provided hereunder.

18. **DESTRUCTION**: In the event the Demised Premises are damaged by fire, earthquake, enemy, act of God or the elements or other casualty, the Lessor, unless it shall otherwise elect as hereinafter provided, shall repair the same with reasonable dispatch after written notice of the damage. If such damage is so extensive as to render the Demised Premises untenantable, but nevertheless repaired by the Lessor, then the Rent (but not Additional Rent) shall be abated to an extent corresponding with the time during which and the extent to which said Demised Premises may have been untenantable. If such repairs, however, are delayed because of the Lessee's failure to adjust the Lessee's own insurance claim, no rental reduction shall be allowed beyond a reasonable time allowed for such adjustment. The Lessor shall have the right to determine, within a reasonable time after such occurrence regardless of its cause, whether to demolish, rebuild or reconstruct the Building containing the Demised Premises and, in the event of such decision by the Lessor to so demolish, rebuild or reconstruct, then, upon notice given by the Lessor to the Lessee, this Lease shall terminate on a date to be specified in such notice as if that date had been originally fixed as the expiration date of the Lease Term here demised and the Rent and/or Additional Rent shall be adjusted as of the time of the occurrence of such damage or destruction. All cancellation or termination of Lease does not release Lessee from any liability in connection with any fire or casualty. Notwithstanding anything to the contrary contained herein, the Lessor shall have no obligation to repair or replace any of Lessee’s property or any

alterations, additions or improvements to the Demised Premises not originally installed by Lessor. Lessor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Lessor's control. Notwithstanding anything to the contrary contained herein, if the fire or other casualty is caused by an act or neglect of Lessee, Lessee's agents, servants, visitors, employees, invitees or licensees, or, at the time of the fire or casualty, the Lessee is in default in any terms of this Lease, then all repairs will be made at Lessee's expense and Lessee shall not be entitled to any abatement of Rent notwithstanding any such damage or destruction. The Lessee shall give immediate notice to the Lessor in case of such damage or destruction.

19. **CONDEMNATION:** If the whole or a portion of the Demised Premises shall be taken for any public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement or purchase in connection with such public or quasi-public use, the Lease at the option of the Lessor shall terminate as of the date title shall vest in the condemnor. If any part of the Demised Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Demised Premises were leased, then the Lessee shall have the right to terminate this Lease as hereinafter provided. Upon any such taking, with or without a termination of this Lease, all compensation awarded shall belong and be paid to the Lessor and the Lessee shall have no claim thereto and the Lessee hereby irrevocably assigns, transfers, releases and sets over to the Lessor any right to compensation for damages to which the Lessee may become entitled during the Lease Term hereof by reason of such condemnation or taking, provided, however, that in the event of such taking and a termination of this Lease by either party as a result of or in connection therewith the Lessee shall be entitled to a payment from the Lessor of an amount equal to the unamortized cost (depreciated on a straight line basis computed monthly) to the Lessee of all leasehold improvements made by the Lessee during the original Lease Term hereof and such payment shall be made by the Lessor out of the proceeds received by the Lessor from the condemning authority and such claim of the Lessee shall not be deemed a claim against the condemning authority or a lien on such proceeds. In no event shall the amount which the Lessor shall be obligated to pay the Lessee hereunder exceed the amount of the Lessor's award less all expenses incurred by the Lessor in connection with the securing or obtaining of such award. In the event that upon such taking there shall be no termination of this Lease by either party, this Lease shall continue for the balance of its Lease Term as to the part of the Demised Premises remaining. In such event the Rent payable by the Lessee to the Lessor hereunder and all items of Additional Rent payable hereunder as are determinable by reference to the area of the Demised Premises shall be reduced pro rata in the proportion in which the area of the Demised Premises so taken bears to the area of the Demised Premises before such taking, and all other liabilities of the Lessee hereunder shall remain unaffected. If upon such taking this Lease shall not terminate and shall continue as herein provided, the Lessor shall at its own cost and expense restore the remaining portion of the Demised Premises to the extent necessary to render it useable for the purposes for which it was leased and shall make all repairs to the building in which the Demised Premises are located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of construction existing immediately prior to such taking and the cost of such restoration shall not exceed the proceeds of the condemnation award less the Lessor's expenses in securing such award. Termination of this Lease by either party under the

provisions of this paragraph shall be effected by the delivery of a thirty (30) day notice by such party to the other.

20. **SALE OF PREMISES**: In the event of a sale or conveyance by the Lessor of all or any part of the Lessor's estate containing the Demised Premises, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of the Lessee, and in such event the Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor.

21. **ESTOPPEL**: At Lessor's request, Lessee agrees, within ten (10) days after receipt, to execute a lease estoppel certificate stating that:

    a. The Lease is unmodified and in full force and effect;
    b. The term of the Lease has begun and Rent payable under the Lease is accruing;
    c. No notice of default or termination of the Lease has been served on Lessee under the terms of the Lease;
    d. To the best of Lessee's knowledge, neither he nor the Lessor are in default in any way under the Lease. In addition, Lessee certifies that no event has occurred that with the passage of time or giving notice would constitute default under the Lease by either him or the Lessor; and certifying with respect to such other information with respect to this Lease and Lessee's occupancy of the Demised Premises as Lessor shall reasonably request.

22. **SUBORDINATION**: The Lessee hereby expressly covenants and agrees that this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be placed on any part of the premises of which the Demised Premises are a part and such subordination is hereby made effective without any further act by the Lessee. The Lessee shall at any time or from time to time upon request by the Lessor execute and deliver any instruments, releases or other documents that may be required for the purpose of subordinating this Lease to the lien of such mortgage, deed of trust or other instrument of security. The Lessee further hereby appoints the Lessor as the Lessee's attorney in fact, irrevocably, to execute and deliver any such instruments.

23. **SIGNS**: The Lessee shall not inscribe, paint or affix any signs, placards or advertisements on the exterior or roof of the Demised Premises or upon entrance doors, windows or upon any adjoining or appurtenant lands without obtaining the prior approval of the Lessor in writing or without obtaining such permits therefor as may be required under any ordinance, local law, order, rules of regulation of the municipality having jurisdiction thereof. Any such sign, placard or advertisement so placed upon the Demised Premises shall be removed by the Lessee at the termination of this Lease and the Lessee shall repair any damage or injury to the Demised Premises caused thereby, and upon the failure of the Lessee to comply herewith, the Lessor may have the same removed and the Lessee shall be liable to the Lessor for the expense thereof.

24. **ENTIRE AGREEMENT, WAIVER**: This instrument contains all the agreements and conditions made between the parties hereto and may not be modified, changed or terminated

in whole or in part orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. The receipt of Rent and/or Additional Rent by the Lessor, with knowledge of any breach of this Lease by the Lessee or of any default on the part of the Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. If the Lessee makes any payment of any amount less than that due hereunder, the Lessor without notice may accept the same as a payment on account; the Lessor shall not be bound by any notation on any check involving such payment nor any statement in any accompanying letter. No failure on the part of the Lessor to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Lessor, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Lessor to enforce the same in the event of any subsequent breach or default. The receipt by the Lessor of any rent or any other sum of money or any other consideration hereunder paid by the Lessee after the termination, in any manner, of the term herein demised, or after the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the Lessor. Neither acceptance of the keys nor any other act or thing done by the Lessor or any agent or employee of the Lessor during the term herein demised shall be deemed to be an acceptance of a surrender of said Demised Premises, excepting only an agreement in writing signed by the Lessor accepting or agreeing to accept such a surrender. Any right herein granted to the Lessor to terminate this Lease shall apply to any extension or renewal of the term herein demised, and the exercise of any such right during the term herein demised shall terminate any extension or renewal of the term herein demised, and any right on the part of the Lessee thereto. No act or conduct of any nature or character on the part of the Lessor or its agents, servants or employees other than by an agreement in writing signed by the Lessor shall be construed as a waiver of the provisions of this paragraph irrespective of any circumstances existing at the time of such act or conduct.

25. **NOTICE**: Any notice, request or demand under this Lease shall be in writing and shall be considered properly delivered upon receipt when (i) addressed to 1100 Sunrise Boulevard, Rotterdam, New York 12306 in the instance of the Lessee, and to the place where Rent is paid in the instance of the Lessor, or to such other address as may be from time to time furnished in writing by either party to the other, and (ii) either (a) served personally, (b) sent by certified mail (return receipt requested) and deposited in a United States general or branch post office, (c) sent by a private reputable overnight carrier with a bill of lading and evidence of receipt, or (d) sent by email with confirmation of such notice from the other party.

26. **SECURITY**: Lessee is to pay contemporaneous with the signing of this Lease Agreement, the sum of TWO THOUSAND SEVEN HUNDRED THIRTY-SEVEN and 50/100 ($2,737.50) Dollars, as Security Deposit for the full and faithful performance and observance by Lessee of all the terms, covenants, and conditions of this Lease (the "Security Deposit"). If Lessee defaults in the full and prompt payment and performance of any of Lessee's obligations under this Lease including, without limitation, the payment of Rent and/or Additional Rent, Lessor may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent

required for the payment of any Rent and/or Additional Rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's defaults. If Lessor shall so use, apply or retain the whole or any part of the Security Deposit, Lessee shall replenish the Security Deposit on demand. If Lessee shall fully and faithfully comply with all of Lessee's obligations under this Lease Agreement, the Security Deposit or any balance thereof shall be returned to Lessee upon the termination of the Lease and after delivery to the Lessor of entire possession of the Demised Premises. The Security Deposit shall not be used as last month's Rent. In the event of any sale of Lessor's interest in the premises, Lessor shall have the right to transfer the Security Deposit to the vendee and Lessor shall thereupon be released by Lessee from all liability for the return of such Security Deposit.

27. **FINANCIALS**: From time to time during the Lease Term, but not more often than annually, the Lessor shall have the right to request, and the Lessee shall thereafter promptly provide current financials from the Lessee.

28. **BROKERAGE:** Lessee warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiations. Lessee shall indemnify and hold Lessor harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Lessee.

29. **HAZARDOUS SUBSTANCES: LESSEE**: (a) Lessee, or its employees, agents, representatives, licensees, invitees or customers shall not cause any Hazardous Substances (hereinafter defined) to be used, stored, generated or disposed of in, on or about the Industrial Park, Building, the land upon which the Building and Demised Premises are situated (the "Land") or Demised Premises by Lessee, its agents, employees, contractors or invitees, except for such Hazardous Substances as are used in strict conformity with all Environmental Laws (hereinafter defined). Lessee shall indemnify and hold harmless the Lessor, its mortgagees, industrial development agencies, agents, employees, officers, shareholders and directors, from any and all claims, damages, fines, judgements, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Lease Term from or in connection with the use, storage, generation or disposal of Hazardous Substances in, on or about the Land, Building or Demised Premises by anyone other than Lessor's agents, employees, contractors, invitees or licensees.

(b) As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by "Environmental Laws". The term "Environmental Laws" means Federal, State and local laws and regulations, judgements, orders and permits governing safety and health and the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended (CERCLA), the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.,* the Clean Water Act, 33 U.S.C. 1251 *et seq.,* the Clean Air Act, 42 U.S.C. 7401 *et seq.,* the Toxic Substance

Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j. "Hazardous Substances" includes any and all materials or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substances" also includes asbestos, polychlorinated biphenyls ("PCBSs") and petroleum products.

30. **MISCELLANEOUS:**

(a). References. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word "including" or "include" when following any general statement, term or matter shall not be construed to limit such statement, term or matters to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", or "but not limited to," or words of similar import) is used with reference thereto. All references, if any, to "mortgage" and "mortgagee" shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits and Riders (if any) referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.

(b). Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and, except as otherwise provided herein, their respective personal representatives and successors and assigns.

(c). Severability. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

(d). Construction. This Lease shall be governed by and construed in accordance with the laws of the State of New York, without regard for such State's choice of law requirements.

(e). Delivery for Examination. Delivery of this Lease to Lessee shall not bind Lessor in any manner, and no lease or obligations of Lessor shall arise until this Lease is signed by both Lessor and Lessee and delivery is made to each.

(f). Lessee Authority. Lessee warrants, covenants and represents that it is duly organized and qualified to do business in the State of New York, and it has the power and authority to enter into this and the person executing this Lease on behalf of Lessee hereby covenants, warrants, and represents that he or she is authorized to enter into

this Lease on behalf of Lessee.

(g). No Construction Against the Preparer of this Lease. This Lease has been prepared by the Lessor and its professional advisors and reviewed by the Lessee and its professional advisors. Lessor, Lessee, and their separate advisors believe that this Lease is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Lessor or Lessee or against Lessor or Lessee merely because of their efforts in preparing it.

(h). Personal Jurisdiction. The Lessee hereby submits to personal jurisdiction in the State Courts of the State of New York or any Federal Court sitting therein and consents to the nonexclusive jurisdiction of such court and service of process in any suit being made upon the Lessee by mail at the address set forth herein. The Lessee hereby knowingly, voluntarily and intentionally waives the right to service of process by the RPAPL, the CPLR or any other applicable statute.

(i) Lease Year. The term "Lease Year" shall mean the twelve (12) month period commencing on the "Commencement Date" and each twelve (12) full calendar month period thereafter.

(j) Integration. This Lease supersedes and renders null and void all previous understandings, promises, covenants and conditions, whether written or verbal, with respect to Lessor's leasing of the Demised Premises to Lessee.

(k) Additional Rent. All sums of money payable by Lessee to Lessor hereunder (exclusive of Base Rent) shall be deemed Additional Rent, regardless of whether or not specifically referred to as Additional Rent in this Lease.

(l) Waiver of Jury Trial. Except for an action, proceeding or counterclaim brought by either Lessor or Lessee against the other for personal injury or property damage, Lessor and Lessee hereby waive trial by jury in any action or proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, or Lessee's use or occupancy of the Demised Premises, including any emergency or other statutory remedy with respect thereto.

(m) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Lease. The parties shall be entitled, in their sole discretion, to image or make copies of any final, fully executed documents, including but not limited to the Lease and any related Exhibits or Amendments, and the parties may destroy or archive the paper originals.

31. **NO RECORDATION:** Lessee shall not record or file with any recording clerk's office, either this Lease or any notice or memorandum of this Lease without the express written consent of Lessor, which consent may be withheld in Lessor's sole discretion and which consent, if given, may be conditioned upon Lessee placing in escrow with Lessor's attorney a document discharging of record any such recorded or filed document. If Lessee shall record or file this Lease, or any notice or memorandum thereof without first receiving Lessor's written consent thereto, the Lessor may, and Lessee hereby irrevocably appoints Lessor its agent, coupled this interest to, discharge of record any such recordation or filing at Lessee's expense. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.

32. **RELOCATION:** In the event that Lessor in the exercise of its commercially reasonable, good faith discretion decides to redevelop the Demised Premises, the Lessor may require the Lessee to relocate to an alternate premises designated by Lessor, comparable to the Demised Premises, effective as of the end of a calendar month by sending Lessee notice of Lessor's desire to relocate Lessee not less than 30 days prior to the effective date of such relocation. From after the date that the Lessee has relocated to alternate space all references to the "Demised Premises" shall thereafter mean, and refer to, such alternate space. Should relocation be necessary, the new location must be acceptable to Lessee in the exercise of Lessee's reasonable judgment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

FG ROTTERDAM HOLDINGS, LLC

By: _____
Name: David M. Buicko
Title: Authorized Representative

Date: _____

TOWN OF ROTTERDAM

By: _____
Name:
Title:

Date: _____

EXHIBIT A– FLOOR PLAN

EXHIBIT B

ROTTERDAM CORPORATE PARK
SNOW REMOVAL POLICY

Subject to unforeseen circumstances beyond Lessor's reasonable control, all main roads, walkways and any parking lots that are required to be cleared pursuant to this Lease, will commence whenever three (3) inches of snow has fallen during any given snowstorm, and will continue until the storm ends or the accumulation of snow is cleared. Sanding and salting of any portion of the Demised Premises shall only be performed when specifically required under the terms of the Lease.

Lessee is required to cooperate in all reasonable respects with Lessor's snow clearing efforts, including, without limitation removing vehicles and/or personal property that may obstruct Lessor's snow clearing efforts. Lessor agrees to take commercially reasonable efforts to (i) notify Lessee of any instances where its vehicles and/or personal property may interfere with Lessor's snow removal efforts so as to allow Lessee to temporarily relocate any vehicles and/or personal property and (ii) avoid damaging Lessee's vehicles improperly left on parking or others areas within the Industrial Park.

Lessee acknowledges that, because of extreme weather and wind conditions that from time to time occur in upstate New York, Lessor cannot assure Lessee that compliance by Lessor of the snow clearing policy will always result in roadways parking areas, and walkways being, or remaining, free from ice or snow.

RESOLUTION NO. 292.25

TO APPOINT DANIEL MARSELLO TO THE POSITION OF GIS MAP'S 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/Map's/Location Worker, full-time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty thousand two hundred nine and 80/100 ($60,204.80) dollars, commencing September 11, 2025.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 10, 2025

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 10, 2025

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
SEP 10 2025
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

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

Schdy | Rotterdam | NY | 12306
County | City, Town, Village | State | Zip

Home Phone Number [redacted] Cell Phone

Email Address [redacted]

If mailing address is different:

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

County | City, Town, Village | State | Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schdy		
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? Please give alien registration number: **YES** ☐ **NO** ☐

_____

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

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

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

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	None
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

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

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

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

REMARKS:_____

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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:	Mohonasen HS [redacted] 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? Yes	Did You Graduate? No	Date Degree Expected or Received
Columbia Greene CC	62	AA	Humanities	X		[redacted]
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

From: [redacted]

To: [redacted]

Month/Year (mm/yyyy)

Employment Details

Your Exact Title: GIS/Maps/Location

Name of Your Supervisor: Lisa Gallo

Supervisor's Title: DPW Coordinator

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

Reason for Leaving:

Firm Name: Town of Rotterdam

Firm Address: 1100 Sunrise Blvd

Description of Duties:

Implementing GIS program with town. Locate town assets, water mains, valves, Hydrants, catch basins, etc. Use Arc GIS, SIMS use of town maps to help in various aspects within DPW, water, parks and Highway Dept. Stormwater management duties, etc

Length of Employment

From: [redacted]

To:

Month/Year (mm/yyyy)

Employment Details

Your Exact Title: SR Laborer

Name of Your Supervisor: Larry Lamora

Supervisor's Title: Highway Super

Hours worked / wk. (exclusive of overtime): 40

Reason for Leaving: New job within Town

Firm Name: Town of Rotterdam Highway Dept.

Firm Address: 54 Duanesburg Rd

Description of Duties:

- general Labor, road work, plowing, blacktop tree cutting, Mowing, clean up garbage + debris, brush + yard waste pickup, etc. other assigned duties.
- locating catch basins + outfalls, other GIS duties

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

Daniel Mazzello — Signature of Applicant

David Mazzello — Print Name

9/10/25 — Date

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

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