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

MEETING OF THE
ROTTERDAM TOWN BOARD
March 22, 2023
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

128.23 To accept Town Board meeting minutes of March 8, 2023.

129.23 To approve budget transfers to the 2023 budget.

130.23 To enter into an agreement with Unifirst for uniform and shop rag services.

131.23 Request for Qualifications (RFQ) for engineering services to the Water System Improvement Project.

132.23 To amend the Employee Handbook sections 510 and 511.

133.23 To declare lead agency for SEQR review for the change of zone from multi-family residential (R-3) to light industrial (I-1) on a portion of tax parcel #47.00-8-13.5 known as 676 Mariaville Road.

134.23 To recognize the introduction of Introductory Local Law No.___ of 2023; Change of zone from multi-family residential (R-3) to light industrial (I-1); on a portion of tax parcel #47.00-8-13.5 known as 676 Mariaville Road and scheduling a public hearing thereon.

135.23 To accept and award bid for one (1) New Pak Mor R100c Smooth sSide 20yd Body.

136.23 To accept bid and award contract for highway materials: concrete blocks, caps, manhole grates & frames.

137.23 To accept bids and award contracts for Highway Materials: Crushed Limestone, Gravel & Sand.

138.23 To accept bid and award contract for Sodium Hexametaphosphate.

139.23 To enter into an agreement with Jackson Lewis P.C.

LIAISON REPORTS
MISCELLANEOUS

- **Easter Egg Hunt April 2nd 12-2 – Town Hall**

EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

RESOLUTION NO. 128.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF MARCH 8, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the March 8, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective March 22, 2023.

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **March 15, 2023**
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **March 8, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **March 22, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **March 22, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **March 8, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **March 22, 2023.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

March 10. 2023

Certified Resolutions: #112-#127 for the year 2023 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, March 8, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:32 p.m. Agenda review was adjourned at approximately 6:42 p.m. All agreed to adjourn agenda review. The Town Board Meeting started at approximately 7:00 p.m. was adjourned at approximately 8:02 p.m. by Councilmember Dodson and seconded by Councilmember Christou. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane Marco

Diane M. Marco, Town Clerk

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEAG

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

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 112.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 113.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT MEGAN NEUHAUS TO THE POSITION OF COURT CLERK 1

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 114.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a memorandum of understanding (MOU) with the County of Schenectady, for the distribution of funds awarded to support local law enforcement agencies with expenditures related to the implementation of NYS discovery and bail reforms.

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 115.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 116.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 117.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

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

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 118.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 119.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

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

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

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

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

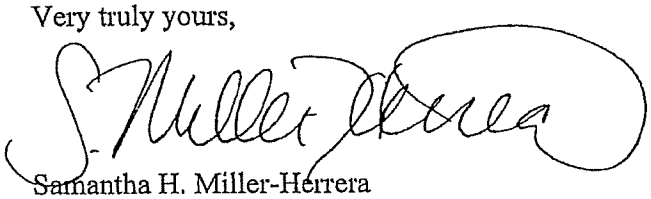
Diane M. Marco, Town Clerk

January 11, 2023

On December 1, 2021, resolution No. 296.21 was voted on and passed. On the advice of Counsel, I abstained due to a potential conflict of interest, deriving from my relationship to the seller's realtor for the Phillips Rd property. As this resolution amends a resolution I previously abstained on, I will again abstain.

While this amendment relates to the Viaport project and not the project subject to the potential conflict, Phillips Rd, I believe avoiding the appearance of conflict is important. Therefore, based on this administration's practice, I request that this letter be made a part of the official meeting record and minutes.

Very truly yours,



Samantha H. Miller-Herrera
Town Council Person

RESOLUTION NO. 120.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

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

(the "Bond Resolution"); and

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

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

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

(the "Supplemental Bond Resolution""); and

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

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

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

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

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

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

> (B)The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 121.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an amendment to a professional engineering agreement with LaBella, located at 4 British American Boulevard Latham, NY 12110, for additional scope of services relating to the dewatering of the Sewer District No. 7, Extension 2 (Carmen Road project), for a lump sum not to exceed eighty-seven thousand eight hundred fifty-five and 00/100 ($87,855.00) dollars.

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 122.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 123.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A LEAK DETECTION SURVEY FOR THE ROTTERDAM JUNCTION WATER DISTRICTS NO. 3 & 4

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Prime AE, located at 100 Great Oaks Boulevard, Suite 114 Albany, New York 12203, for Professional Engineering Services related to a Leak Detection Survey for the Rotterdam Junction Water Districts No. 3 & 4, for a lump sum fee not to exceed forty-five thousand five hundred and 00/100 ($45,500.00) dollars.

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

TOWN OF ROTTERDAM NY Schenectady, County

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 124.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A WATER SYSTEM EVALUATION FOR THE ROTTERDAM JUNCTION WATER DISTRICTS NO. 3 & 4

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Prime AE, located at 100 Great Oaks Boulevard, Suite 114 Albany, New York 12203, for Professional Engineering Services related to a Water System Evaluation for the Rotterdam Junction Water Districts No. 3 & 4, for a lump sum fee not to exceed ninety-one thousand two hundred and 00/100 ($91,200.00) dollars.

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 125.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ESTABLISH AND APPOINT VARIOUS MEMBERS TO THE TOWN OF ROTTERDAM ENERGY ADVISORY COMMITTEE

WHEREAS, Town Law Section 64 vests the Town Board with the authority to appoint advisory committees; and

WHEREAS, the Town of Rotterdam (hereinafter "the Town" or "Town") has enacted a moratorium on Solar Panel installations within the Town in order to review and amend its current local laws regulating such installations; and

WHEREAS, the Town Board wishes to establish the advisory committee and appoint the members of the advisory committee to serve in an advisory capacity to the Town Board and as volunteers who shall serve without compensation and make no official decisions on behalf of the Town; and

WHEREAS, the advisory committee shall be named the Town of Rotterdam Energy Advisory Committee; and

WHEREAS, the Town of Rotterdam Energy Advisory Committee shall be comprised of ten (10) members, to serve a term of approximately two (2) years; and

WHEREAS, the members shall be appointed by the Town Board and the Town Supervisor shall designate one individual as the Chairperson of the Town of Rotterdam Energy Advisory Committee; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby establishes the Town of Rotterdam Energy Advisory Committee and upon recommendation of the Town Supervisor hereby appoints Patricia Matelitz, as its first Chairperson.

SECTION 2. The Town Board hereby appoints Kimberly Ricker Scannell, Bruce Bonacquist, Patricia Matelitz, Dave Bills, Renee Mertens, Del Pierce, Stephan Mesick, Calvin Rugg, Dan Brudos and JD Clairmont, are hereby appointed as members of the Town of Rotterdam Energy Advisory Committee for a two (2) year term, commencing March 8, 2023 through March 8, 2025.

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 126.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ACCEPT TOWN BOARD MEETING MINUTES OF FEBRUARY 22, 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 22, 2023 town board meeting as attached.

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

TOWN OF ROTTERDAM NY Schenectady, County

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 127.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPROVE THE HARDSHIP APPLICATION OF BUEKENDAAL TEMPLE ASSOCIATION, CYPRUS SHRINERS, SCHENECTADY SHRINE CLUB, AND NOTRE DAME BISHOP GIBBONS SCHOOL (HEREINAFTER "THE ORGANIZATIONS") SUFFICIENT TO WARRANT THE CONDUCTING OF BINGO AND/OR GAMES OF CHANCE WITHIN THE TOWN OF ROTTERDAM

WHEREAS, on January 11, 2023 the Town Board of the Town of Rotterdam held a public hearing to consider whether a hardship or necessity exists sufficient to warrant the conducting of Bingo or other games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam; and

WHEREAS, the Public Hearing was closed on January 25, 2023; and

WHEREAS, Town employees have reviewed the evidence submitted by the organizations relative to the hardship application; and

WHEREAS, the New York State gaming commission has reviewed the evidence submitted by the organizations relative to the hardship application; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby find that the organizations have established that a hardship or necessity sufficient, to warrant the conducting of Bingo or other games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby grants the Organizations a hardship determination, which the Organizations may take to the New York State Gaming Commission.

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

DATED: March 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 10, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 129.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***		***Title***	***Amount***
S2	S28130 4866	FROM:	Plant Equip Repair Maint.	-25,000.00
S2	S28130 4904	INTO:	Buildings & Grounds	+25,000.00

SECTION 2. This resolution shall become effective March 22, 2023.

DATED: March 22, 2023

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

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **March 15, 2023**

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

FROM: **Comptroller's Office**

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

TOWN BOARD MEETING: To be placed on the Town Board Meeting of March 22, 2023

Background Information: Budget transfers are needed to correct lines

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

Recommendation(s): To be placed on the Town Board meeting of March 22, 2023 and approve the transfer.

Attachment/Document(s): Memo from James Keith, Senior Building Inspector

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Mollie Collins, Supervisor

From: James Keith, Senior Building Inspector

Subject: Budget Transfer

Date: March 6, 2023

Please transfer the following funds to cover expenses:

From	**S28130 4866 Plant Equipment Repair and Maint.**	**Amount**	$25,000.00
To	**S28130 4904 Building & Grounds**	**Amount**	$25,000.00

To cover the electrical work that is being done at the WWTP.

Thank you.

cc: Marcus Montgomery
Paul Sebesta

RESOLUTION NO. 130.23

TO ENTER INTO AN AGREEMENT WITH UNIFIRST FOR UNIFORM AND SHOP RAG SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, hereby authorizes the Town Highway Superintendent to execute a 36-month contract with Unifirst for weekly uniform services for the two (2) mechanics at the Highway Department along with shop rag services with a weekly expense not to exceed thirty-five dollars and nine cents ($35.09) per week for a total of One Thousand Eight Hundred Twenty-four dollars and sixty-eight cents ($1,824.68) per year.

SECTION 2. This resolution shall become effective March 22, 2023.

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 13, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	To Enter into Agreement with Unifirst for Uniform and Shop Rag Services
TOWN BOARD MEETING:	March 22, 2023
Background Information:	Uniform services are needed for mechanics due to frequent deterioration due to daily work tasks, shop rags are necessary with everyday work and need to be properly disposed of due to chemical absorption.
Evaluation/Analysis:	We received two (2) quotes for these services from Unifirst and Cintas. Unifirst was the most cost-effective choice with a weekly expense of $35.09. Cintas quote for the weekly expense was $48.91.
Recommendation(s):	To enter into a 36-month contract with Unifirst for weekly Uniform Services for the two (2) mechanics at the Highway Department and rag services.
Attachment/Document(s):	Agreement with Unifirst for a period of 36 months. Quotes from Unifirst & Cintas.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law 103
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

UniFirst

NEW ACCOUNT ☒ EXISTING ACCOUNT ☐

INSTALLATION DATE _____ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Town of Rotterdam LOC. NO. 052

ADDRESS 54 Duanesburg Rd. ROUTE NO. _____

Rotterdam, NY 12306 DATE 3/9/23

PHONE (518) 355-7722 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
Long Sleeve Uniform Shirts		1	11	22	$0.45		$9.90	
Uniform Pants		1	11	22	$0.60		$13.20	
Shop Towels		1		50	$0.10		$5	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.							35.09	

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	2% @ $0.49
Automatic Linen Replacement	
DEFE (See description on reverse side)	$6.50
Energy Charge	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

36 Month Agreement

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: _____ SALES REP (Print Name) DATE

ACCEPTED[5]: _____ LOCATION MANAGER (Signature) DATE

_____ LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____ CUSTOMER (Signature) DATE

_____ CUSTOMER (Print Name and Title)

_____ EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

RE: Pricing for Uniforms

Hannah Melanson <Hannah_Melanson@unifirst.com>

Mon 3/13/2023 2:45 PM

To: Amanda Lawson <alawson@rotterdamny.org>

1 attachments (286 KB)

Town of Rotterdam AgreementLPDF;

Hi Amanda,

I added that to the comment section because I don't have the ability to change the back of the agreement until I print it. As soon as we get a signed copy back I can change the back to reflect 36 months as well and will send you a copy!

Hannah Melanson
Sales Manager

UniFirst Corporation
157 Troy Schenectady Road
Watervliet, NY 12189
518.274.9135
Hannah_Melanson@unifirst.com

UniFirst

From: Amanda Lawson <alawson@rotterdamny.org>
Sent: Monday, March 13, 2023 2:27 PM
To: Kayla Baker <Kayla_Baker@unifirst.com>; Hannah Melanson <Hannah_Melanson@unifirst.com>
Subject: Re: Pricing for Uniforms

Hi Hannah,

I am not sure if you can help with this, the agreement sent to us is for 60 months, Kayla said we would be able to make it a 36-month agreement instead. Please let me know as we are trying to get it on the agenda for the next Town Board meeting.

Amanda Lawson
Town of Rotterdam Highway Dept.
54 Duanesburg Rd.
Rotterdam, N.Y. 12306
(518) 355-7722
alawson@rotterdamny.org

From: Amanda Lawson <alawson@rotterdamny.org>
Sent: Monday, March 13, 2023 11:13 AM

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager ~~and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.~~

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. *(* Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

CINTAS
THE UNIFORM PEOPLE

FACILITIES SOLUTIONS AGREEMENT

Location No. 035M
Contract No. _____
Customer No. _____
Main Corporate Code → **New CC 13218**

Date 3/3/2023

Customer/Participating Agency Rotterdam Highway Department Phone 518-355-7722

Address 54 Duanesburg Rd City Schenectady State NY Zip 12306

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
396	Carhartt Ripstop Shirt	$.43
74533	Carhartt Ripstop Pant	$.47
376	Carhartt Active Jacket	$1.13

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation
- Name Emblem $ - ea • Company Emblem $ - ea
- Customer Emblem $ -- ea • Embroidery $ - ea
- COD Terms $ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item 2160 % of Inventory 3 $ 1.10 Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ $ _____ Ea.
- Minimum Charge $ $50 per delivery.
- Make-Up charge $ - per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ - per garment.
- Seasonal Sleeve Change $ - per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $ 0
- Payment Terms 2% Discount Net 15 Net 30

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ - per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	2160	Shop Towel-Red	1	50	11
	2477	3x5 Active Scraper Mat	1	1	$3.21
	10189	3x5 Xtraction Mat - Onyx	1	1	$5.90

*Indicated bundled items/services

__/__ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: 035M Please Sign Name _____

By: [signature] Please Print Name _____

Title: FS Representative Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

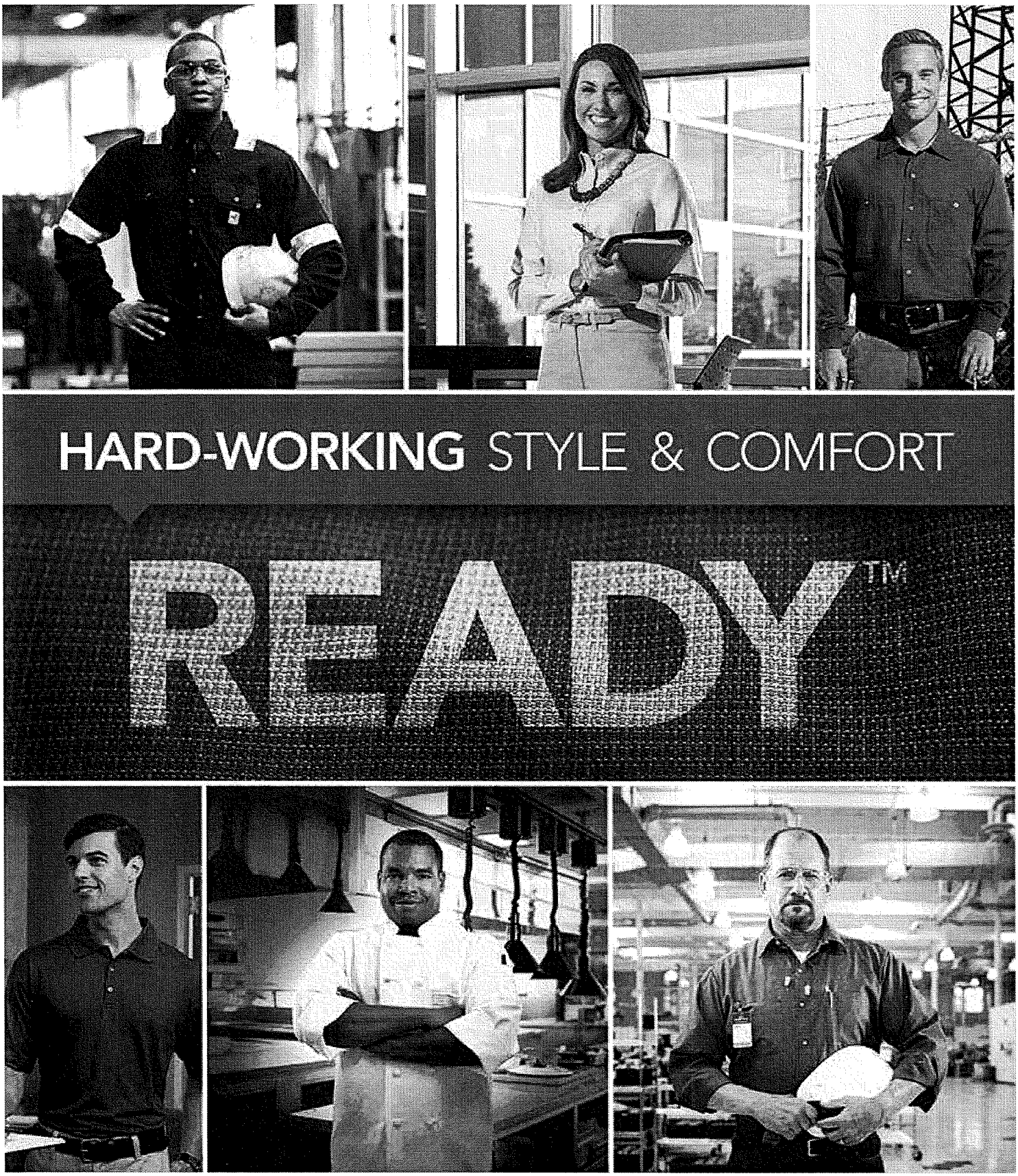
    If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.


HARD-WORKING STYLE & COMFORT
READY™

CINTAS
READY FOR THE WORKDAY®

Proposal Date: 03/02/2023
Expiration Date: 04/01/2023

Customer Name		Prepared For:	
Rotterdam Highway Dept		**Rotterdam Highway Dept**	
Delivery Address:		Delivery Address Line 2:	
54 Duanesburg Rd			
City:	State / Province:	Zip / Postal Code:	Phone:
Schenectady	**NY**	**12306**	**518-355-7722**

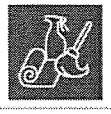
Shop Crew

Garment	Frequency	Inventory	Unit Price	Price
X376 X376-CARHARTT ACTIVE JKT	Weekly	2	$ 1.13	$ 2.25
X396 X396-CARHARTT RIPSTP SHRT	Weekly	11	$ 0.43	$ 4.73
X74533 X74533-CARHARTT PANT STRETCH RPSTP	Weekly	11	$ 0.47	$ 5.17
2 Employees / Price per employee per week: $ 12.15		**Weekly Total:**	$	**24.30**

Programs

Charge Description	Total Per Week
Uniform Advantage	$ 3.84
Premium Uniform Advantage	$ 0.00
Prep Advantage	$ 2.40
Emblem Advantage	$ 1.56
Weekly Total:	$ **7.80**

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
 X2160 X2160-SM SHOP TWL-RED	Weekly	50	$ 0.11	$ 5.50 Auto LR :Yes/ Buy Back : No

Non-Garments / Services	Frequency	Inventory	Unit Price	Price
X2160 Auto L/R	Weekly	2	$ 1.10	$ 2.20 Auto LR :No/ Buy Back : No
X2477 X2477-3X5 SCRAPER MAT	Weekly	1	$ 3.21	$ 3.21 Auto LR :No/ Buy Back : No
X10189 X10189-3X5 XTRAC MAT ONYX	Weekly	1	$ 5.90	$ 5.90 Auto LR :No/ Buy Back : No
		Weekly Total:	$	**16.81**

Other Charges

Charge Description	Price Per Week
Service Charge	$ 0.00

Uniform Charges

Charge Description	One Time Charges
Name Emblem	$ 1.95
Company Emblem	$ 2.95
Custom Emblem 1	$ 2.95
Preparation Charge	$ 2.25

TOTAL

Charge Description	Sale Price
Weekly Delivery Total	$ 48.91

Sarah
Sales Partner

CONNORS@CINTAS.COM
UR v1

CINTAS®
READY FOR THE WORKDAY®

RESOLUTION NO. 131.23

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES
WATER SYSTEM IMPROVEMENT PROJECT

WHEREAS, the Town of Rotterdam is seeking engineering assistance with improvements to the existing potable water system serving the Town.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following notice to be published in the official newspaper of the Town of Rotterdam on or before March 26, 2023, of request for qualification (RFQ):

TOWN OF ROTTERDAM
REQUEST FOR QUALIFICATIONS

PLEASE TAKE NOTICE: That the Town Clerk of the Town of Rotterdam, on Monday, the 24th day of April, 2023, at 4:00 P.M at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, 12306 will receive qualifications pursuant to this notice for the following:

Request for Qualifications (RFQ) for Engineering Services
Water System Improvement Project

Request for Qualification packets may be obtained from the Office of Town Clerk, Diane M. Marco at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Town of Rotterdam, New York, 12306 and all responses must be received no later than 4:00 p.m. on Monday, the 24th day of April, 2023.

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

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

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

SECTION 2. The Town Supervisor, the Senior Planner/Grant Coordinator, and their respective designee(s) are hereby authorized and directed to cause the RFQ to be published and distributed directly to qualified State certified MWBEs listed in the NYS Directory of Certified Firms, and to publish and distribute the RFQ through such other means and to such other firms as shall be reasonably appropriate under the circumstances.

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

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 14, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner
TITLE OF REQUEST:	Request for Qualifications (RFQ) for Engineering Services Water System Improvement Project
TOWN BOARD MEETING:	March 22, 2023
Background Information:	The Town of Rotterdam is seeking an engineering firm to assist the Town of Rotterdam with a Water System Improvement Project.
Evaluation/Analysis:	The Town seeks an engineering consulting firm to provide design and construction phase services for: new Well No. 6 and wellhouse; construction of about 17,600 linear feet of 30, 16, 12,8, and 6-inch diameter water mains; crossing of the NYS Thruway; and associated valve, hydrant and water service work.
Recommendation(s):	Adopt a resolution authorizing the Town Supervisor to issue a Request for Qualifications (RFQ) for Engineering Services for the Town of Rotterdam Water System Improvement project.
Attachment/Document(s):	Request for Qualifications
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Town of Rotterdam, New York

Request for Engineering Qualifications:

Water System Improvements Project

DATE ISSUED: March 22, 2023

Program Requirements:

- NYS Environmental Facilities Corporation (EFC) Drinking Water State Revolving Fund (DWSRF)
- Mandatory State Revolving Fund Terms and Conditions
- Minority Women Business Enterprise Goals and Guidance
- Davis Bacon Wage Rates
- American Iron and Steet (AIS)

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APPENDIX F: W-9 FORM....

APPENDIX G: W-9 NON-COLLUSIVE BIDDING CERTIFICATION....

REQUEST FOR QUALIFICATIONS – ENGINEERING SERVICES

NOTICE IS HEREBY GIVEN, that the Town of Rotterdam, NY, will accept qualifications from engineering firms **until 4:00 pm on April 24, 2023,** for engineering services related to water system improvements that may include the replacement and construction of water mains and appurtenances, water services, large diameter production well, associated wellhouse, and electrical improvements.

PLEASE TAKE FURTHER NOTICE that the Town of Rotterdam affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Disadvantaged and Minority/Women-Owned Business Enterprises (M/WBE) businesses, Service-Disabled Veteran Owned Businesses (SDVOB) are strongly encouraged to participate in this project. The Town is an equal opportunity employer. *For more information on the requirements associated with the project funding and supplemental grant funds, please see the EFC website for a complete list of documents & requirements relevant to this project and necessary for all consultants & contractors under this project:*

Please contact Diane Marco, Town Clerk, Town of Rotterdam, John F. Kirvin Government Center, at **(518) 355-7575 Extension #318** for additional information concerning the RFQ.

All proposals submitted in response to this notice shall be marked "**RFQ – TOWN OF ROTTERDAM (Water System Improvements)** " clearly on the outside of the envelope and mailed to the Town at the address below.

Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Boulevard
Schenectady, NY 12306
Attn: Diane Marco – Town Clerk
Email: dmarco@rotterdamny.org

INTRODUCTION

A. Overview

This Request for Qualifications ("RFQ") is being issued by the TOWN OF ROTTERDAM ("the Town") for ENGINEERING SERVICES for water system improvements that may include the replacement and construction of water mains and appurtenances, water services, large diameter production well, associated wellhouse, and electrical improvements located throughout the Town. The project may be funded by the Drinking/Clean Water State Revolving Fund (CWSRF)/Bipartisan Infrastructure Law General Supplemental Funds, administered locally by New York State Environmental Facilities Corporation (NYS EFC), and all aspects must be compliant to their requirements, which are included herein as **Appendix A.**

Companies with demonstrated experience in ***Municipal Water System Improvement Projects*** and public funding agency administration interested in making their services available to the Town are invited to respond to this RFQ. "Respondents" means the companies or individuals that submit qualifications in response to this RFQ. It is understood that the selected Respondent acting as an individual, partnership, corporation, or other legal entity, is licensed to provide such services in New York State. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFQ document.

The Town is seeking to encourage participation by respondents who are DBE/MBE/WBE, and/or Service-Disabled business enterprises. For the purposes of the project, the Town is requiring a *documented* DBE/MBE/WBE participation compliance & good faith effort per the Program requirements listed in **Appendix A.**

Nothing in this RFQ shall be construed to create any legal obligation on the part of the Town or any respondents. The Town reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQ in whole or in part, at any stage. In no event shall the Town be liable to respondents for any cost incurred in connection with the RFQ process, including but not limited to, any and all costs of preparing a response to this RFQ or any other costs incurred in reliance on this RFQ. No respondent shall be entitled to repayment from the Town for any costs, expenses or fees related to this RFQ. All supporting documentation submitted in response to this RFQ will become the property of the Town. Respondents may also withdraw their interest in the RFQ, in writing, at any point in time as more information becomes known.

B. Time of Response

Respondents will have approximately four (4) weeks to provide a response to this RFQ. The Town will review the qualifications and respond within two (2) weeks of RFQ closure.

1. RFQ Posted: **Thursday, March 23, 2023**
2. Qualifications Due: **Monday, April 24, 2023, by 4:00 pm.**
3. Town Board Review: **April 25, 2023 – May 5, 2023**
4. Engineering Firm Selected: **May 10, 2023**

C. Contract Negotiations

After review and interviews are complete, the selected engineering firm shall provide the Town an engineering agreement for review and approval.

D. Contract Execution

Once the contract Terms and Conditions have been approved, the final contract will be executed. Funding program requirements must be completed and provided as part of the contract documents, such as the EEO, M/WBE Plans, other required forms and plans, etc.

E. Term of Contract

Any contract awarded pursuant to this RFQ solicitation shall be for a contract period of approximately **(5) years** and will expire upon completion of the projects' administrative close out. ***Substantial completion of the construction of the project must be completed no later than 6/30/27, and administrative closeout must be complete no later than 12/31/27.***

F. Funding Agency Requirements

Award recipients must follow the guidance provided in **Appendix A**. All Respondents must demonstrate capability to adhere to the following Funding Agencies' requirements:

- Davis Bacon Related Acts (DBRA) Compliance
- Disadvantaged Business Enterprises (DBE) & Minority Women Business Enterprise (MWBE) Compliance
- Service Disabled Veteran-Owned Businesses (SDVOB) Compliance
- Equal Employment Opportunity (EEO) Compliance
- Anti-Lobbying Policy
- American Iron & Steel Compliance.

Respondents are strongly encouraged to read these regulations prior to submitting their response to this RFQ. Dates and schedules provided by the above funding agencies will be incorporated into project scope of work and schedule requirements.

PROFESSIONAL SERVICE REQUIREMENTS

A. Scope of Work

Background - Demonstration of Need

Water System

The goal of this project is to complete the Water System Upgrade Project to address the deficiencies identified in the attached engineering report. It is expected that the project will be funded through the Drinking Water/Clean Water State Revolving Fund (DWSRF/CWSRF)/Federal Grant program administered through New York State Environmental Facilities Corporation (NYS EFC)/Designated Federal Agency. A preliminary engineering report for the Town of Rotterdam was prepared to develop a scope of work for this proposed project and is included in **Appendix B**.

Engineering firms shall be required to provide the following Scope of Work, **at a minimum**:

- **General Requirements** – The consultant shall participate in public meetings, pre-construction and job meetings and distribution of meeting minutes to the Town. The consultant shall work with the Town to develop a funding application for this project. The Town will develop all funding applications, funding compliance oversight, act as Minority Business Officer (MBO) with technical input from the consultant. The consultant will be responsible for any technical information required for project development and permitting purposes. The consultant shall additionally coordinate with regulatory & funding program representatives as requested for review and approval of the bid package and any compliance measures.

- **Field Investigations** – The consultant shall conduct such field work they deem necessary to obtain the required information to properly design the water system improvements. This work may include, but not be limited to surveying, geotechnical and environmental studies, and evaluation of all system components.

- **Final Design of Improvements** – The consultant will provide detailed design plans, specifications, and contract documents for the project. The design of the facilities shall be in conformance with 10-State Standards and approved by the NYS Department of Health, NYS Department of Environmental Conservation and EFC.

- **Bidding Assistance** – The consultant shall provide bidding assistance for this project including providing copies and plans and specifications to be distributed to contractors, answering contractor questions, issuing addenda, as necessary, reviewing the bids, and making recommendations to the Town.

- **Construction Administration & Observation** – The consultant shall provide construction administration services including, but not limited to, the following:

1. Issuing a Notice to Proceed (NTP).
2. Reviewing and approving all Submittals, shop drawings and substitutions, as

necessary.

3. Reviewing and making recommendations to the Town for any requested Change Orders
4. Reviewing and certify contractor application for payment and making recommendations to the Town for payment.
5. Provide contractor Certified Payrolls.
6. Providing adequate construction observations services to ensure proper construction of the project (Please provide estimate construction period and number of hours. construction Resident Project Representative will be on-site)
7. Review of the final work and development of and punch list
8. Provide a letter of construction compliance at the end of the project.
9. Provide NYSDEC compliant Operations and Maintenance Manuals for the project.

The consultant shall be responsible for coordinating all aspects of this project and addressing any questions or concerns of the NYS Department of Health, Schenectady County Health, NYSDEC/NYSEFC/Designated Federal Agency and any other regulatory agencies as required. Additionally, the consultant shall work to meet all MWBE participation requirements and goals, as required for funding compliance. Davis-Bacon prevailing wage rate documentation is required for this project, as determined by DOL, and must be included with the bidding documents.

B. Qualifications and Experience

This Request for Qualifications will determine the most qualified Engineering Firm to: secure and provide funding administration, program work, survey, design, prepare permitting and bidding documents, proceed with construction administration and observation including following all County, State and Federal rules and regulations governing the supplemental funding program provided in **Appendix A**. Consultants must provide a Qualifications and Experience Statement with this proposal that includes information described in Section B and C of the Submittal Requirements.

C. Quality of Work

All work shall follow recognized professional practices and standards and meet the specifications required by local, state and federal approval of the project's plans and specification prior to advertising the project for construction bidding.

SUBMITTAL REQUIRMENTS

A. Preliminary Requirements

1. *Certificate of Authority (Corporation) or Certificate of Existence (ex: Professional Limited Liability Company or "PLLC") issued by the NY Secretary of State

2. *Evidence of Insurance: Commercial General Liability with limits not less than $2,000,000; Workers Compensation and Employers Liability with limits not less than $500,000; Automobile Liability with limits not less than $1,000,000 per occurrence; and Professional Liability insurance with limits of $2,000,000.

3. *References: At least three (3) references of *related projects*, including date of project, contact person and phone number, and a brief description of the project.

4. *Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the Town.

B. Letter of Interest

Submit a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

- The principal place of business and the contact person, title, telephone/fax numbers and email address.
- A brief summary of the qualifications of the Respondent and team.
- Description of organization (i.e. Professional Corporation, or Professional Limited Liability Company).
- The names and business addresses of all Principals of the Respondent. For purposes of this RFQ "Principals" shall mean persons possessing an ownership interest in the Respondent.
- If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization's approval rights, if any, over the activities of the Respondent.

C. Main Proposal

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Respondents in conformity with the requirements of this RFQ. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this project. It should also specify an approach that will meet the request for proposals requirements.

The proposal should address all the points outlined in the request for qualifications. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for qualifications. While additional data may be presented, the following items must be included; this represents the criteria against which the proposal will be evaluated.

1. **Qualifications Proposal:**

   Provide a synopsis of the years of experience and detailed qualifications in performing the range of municipal drinking water system improvements including large diameter groundwater production wells (include a hydrogeologist on team), large diameter water mains, and water treatment plant experience on various project types in compliance with applicable standards, including team's resumes. Respondents should provide narrative examples of a minimum of three (3) projects in detail that are similar in nature to projects described in the RFQ (see "References"). References for similar projects and project profiles will be reviewed to evaluate the level of experience.

2. **Technical Proposal:**

   a. **Project Management Plan:** Discuss approach to the project in terms of understanding of the established Scope and Deliverables execution, with regard to any constraints identified in this RFQ, to include funding requirements. Provide a plan for engaging the Town's project team and regulatory agencies required. Provide the number of full-time and part-time employees, partnerships or subconsultants proposed and their value to the project.

   b. **Schedule:** Capacity to complete the scope of work within the defined period of performance: **May 2023 – December 2027.** The successful Respondent will have a detailed project schedule & work plan to illustrate the ability complete the work with respect to constraints, either stated or assumed. Include a brief Gantt chart to illustrate your proposed schedule.

   c. **Funding Agency Experience:** Respondents shall cite previous project experience in working with MWBE firms, cite any existing partnerships with MWBEs or cite the planned MWBE partnerships relevant to addressing requirements of this project & RFQ.

SELECTION PROCESS

The Selection Committee comprised of the Town staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFQ will be evaluated in accordance with the terms of the RFQ. Professional services shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFQ.

EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Qualifications, the Town will take into consideration the experience, capacity, and funding experience that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

The point system is to evaluate the experience and capacity of the Respondent. Maximum is **100 Points:**

- Respondents will be awarded up to **20 Points for Completeness of Response.**
- Respondents will be awarded up to **40 Points** for **Qualifications Proposal.**
  - ***Related Project Experience:*** ***20 Points***
  - ***Public Funding Experience:*** ***20 Points***
- Respondents will be awarded up to **40 Points** for the **Technical Proposal**:
  - ***Project Management Plan:*** ***10 Points***
  - ***Detailed Schedule:*** ***10 Points***
  - ***Scope of Services*** ***20 Points***

QUESTIONS

Please contact Diane Marco, Town Clerk, Town of Rotterdam, John F. Kirvin Government Center, at **(518) 355-7575 x-318** for additional information or questions concerning the RFQ.

SUBMITTAL DUE DATE

Responses to this RFQ are due on April 24th, 2023, by 4:00 pm. RFQ responses must be submitted via US mail or in person. Please provide three (3) bound hard copies.

All Qualifications submitted in response to this notice shall be marked "**RFQ – TOWN OF ROTTERDAM (Water System Improvements)**" clearly on the outside of the envelope and mailed to the Town at the address below:

Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Boulevard
Schenectady, NY 12306
Attn: Diane Marco – Town Clerk
Email: dmarco@rotterdamny.org

RFQ SUBMITTAL REQUIREMENTS CHECKLIST

FORMS FROM RFQ PACKAGE TO RETURN:

- ❑ RFQ Submittal Requirements Checklist (*Provide Checklist with RFQ Response)*
- ❑ *Appendix C: References (Minimum 3 related projects)
- ❑ *Appendix D: Conflict of Interest Statement & Supporting Documentation
- ❑ *Appendix E: Certification of Authority
  - Aka, Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- ❑ *Appendix F: W-9 Form
- ❑ *Appendix G: Non-Collusive Bidding Certification

FOR THE RESPONDENT TO PROVIDE:

- ❑ Signed Letter of Interest
- ❑ Qualifications Proposal:
  - Description of Company
  - Capacity of Company
  - Resumes of specific staff identified to work on project
  - State License and or Certification
- ❑ Technical Proposal:
  - Project Management Plan (Describe your approach in detail)
  - Schedule Proposal (Provide in a Gantt Chart format)
  - Experience with DBE/MBE/WBE, if applicable
  - Proposed Scope of Work

APPENDIX A

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President & CEO

Mandatory State Revolving Fund Terms and Conditions

for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Effective November 1, 2021

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

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COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

I. SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

"Non-Construction" shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

"Contracts Meeting Article 15-A Thresholds" shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:
(a) Non-Construction Contracts greater than $25,000;
(b) Non-Construction Contracts, that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;
(c) Construction Contracts greater than $100,000; and,
(d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:
(1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
(2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.
The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

II. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

III. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at: https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf .

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

Applicable to all construction Contracts

E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Applicable to construction Contracts greater than $10,000

F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here: https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf .

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

IV. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

Program	MWBE Contract Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com .
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

V. SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

VI. SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

VII. SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https://beta.sam.gov/ .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does

not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

VIII.SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

IX. SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

APPENDIX B

Preliminary Engineering Report

Rotterdam Water System Improvements

PWSID: NY4600069

Prepared for

Town of Rotterdam

1100 Sunrise Boulevard
Rotterdam, New York

Revision 1
September 2022

Barton&Loguidice

Water System Improvements
Town of Rotterdam, Schenectady County

Preliminary Engineering Report

June 2022

Prepared for

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Prepared by

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, New York 12205

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EXECUTIVE SUMMARY

The Town of Rotterdam owns and operates both Water District 3 and 5. Water District No. 3 consists of a two (2) well municipal field with a storage tank and a potable water distribution system network. Water District No. 5, which consists of a five (5) well municipal field, five (5) water storage tanks and a potable water distribution system network. The Town's well field has suited the Town well since it was originally constructed in the mid-1950s. With current development and requests from neighboring municipalities to purchase more water, and the condition and life of the system, the system is in need of upgrades. In addition, recent breaks in the water mains have caused issues with reliability in the system. A hydraulic model was utilized in order to assess the water districts and identify areas needing improvements. The Town has determined that the continued maintenance of this hydraulic water model can be useful for reviewing and assessing the Town water system, including impacts of proposed development.

Multiple alternatives were analyzed to address concerns with water production, distribution capacity and reliability, and availability fire flows. Both monetary and non-monetary factors were examined. The alternatives include a No Action ("do nothing") alternative, and three alternatives for high, medium, and low priority improvements.

After evaluation of the alternatives, Alternative No. 1 is the recommended and selected alternative as it will provide the operators with additional flexibility and capacity when operating their system. This alternative also includes the replacement of one of well field transmission mains that has exceeded its useful life and the operators have noted is leaking. The replacement of this line will reduce water losses along the transmission main. The estimated probable project cost for Alternative 1 is $32,931,805.

The remaining alternatives, Alternative No. 2 and Alternative No. 3, and Additive No. 1 are recommended to be added to the comprehensive capital improvements plan that the Town of Rotterdam is currently drafting.

ABBREVIATIONS

ADD	Average daily demand
BMP	Best Management Practice
C	Celsius
CCI	Construction Cost Index (ENR)
cfs	Cubic feet per second
CT	concentration x time
DBP	Disinfection byproducts
DEC	New York State Department of Environmental Conservation
DO	Dissolved oxygen
DOC	Dissolved organic carbon
DOH	New York State Department of Health
DOT	New York State Department of Transportation
DWSRF	Drinking Water State Revolving Fund
ECL	Environmental Conservation Law
EDU	Equivalent Dwelling Unit
EFC	New York State Environmental Facilities Corporation
ENR	Engineering News-Record
EPA	United States Environmental Protection Agency
F	Fahrenheit
fps	Feet per second
gpd	Gallons per day
GML	General Municipal Law
gpm	Gallons per minute
HAA	Haloacetic acid
HAB	Harmful algal bloom
HGL	Hydraulic Grade Line
hp	Horsepower
HPGN	High Precision Geodetic Network (1998)
IUP	Intended Use Plan
ISO	Insurance Services Office
LF	linear feet
MCL	Maximum contaminant level
MC-LR	Microcystin-LR
MHI	Median Household Income
MGD	Million gallons per day

ABBREVIATIONS (cont'd)

NAD83	North American Datum (1983)
NAVD88	North American Vertical Datum (1988)
NPSHa	Net positive suction head available
NPSHr	Net positive suction head required
NYSOPRHP	New York State Office of Parks, Recreation, and Historic Preservation
OMB	Office of Management and Budget
PAC	Powdered activated carbon
PACl	Polyaluminum chloride
PHD	Peak hourly demand
PER	Preliminary Engineering Report
ppm	parts per million
psig	Pounds per square inch (gauge)
Q	Volumetric flow rate (gpm, MGD)
SEQR	State Environmental Quality Review
SPDES	State Pollutant Discharge Elimination System
SUVA	Specific ultraviolet absorbance
SWPPP	Storm Water Pollution Prevention Plan
TDH	Total dynamic head
THM	Trihalomethane
TOC	Total organic carbon
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service

1.0 INTRODUCTION

1.1. Authorization

The Town of Rotterdam retained the services of Barton & Loguidice, D.P.C. (B&L) to prepare a Preliminary Engineering Report (PER). This PER summarizes Water District No. 5 system and appurtenances, evaluates system deficiencies based on modeling, and evaluates improvement alternatives.

1.2. Project Background

The Town owns and operates Water District No. 5, which consists of a five (5) well municipal field, five (5) water storage tanks and a potable water distribution system network. The Town's well field has suited the Town well since it was originally constructed in the mid-1950s. The Town has determined that the preparation and continued maintenance of a hydraulic water model can be useful for reviewing and assessing the Town water system, including impacts of proposed development.

1.3. Scope of Work

The scope of services for the PER is as follows:

- Review tank inspection reports, fire flow test results, water system map and water production reports. Summarize water system usage for a 12-month period and project the future growth and estimated water usage of the Town for the next 20 years.
- Determine water storage tank improvements to serve the Town including review of current and pending regulatory requirements and what impacts these requirements may have on the Town water system.
- Update the existing skeletal hydraulic model of Water District No. 5 to identify system limitations and deficiencies.
- Prepare a PER summarizing results and findings.

2.0 PROJECT BACKGROUND AND HISTORY

2.1. Site Information

2.1.1. Location

The Town of Rotterdam is located in the center of Schenectady County, New York. Nearby communities consist of the City of Schenectady to the east, the Town of Glenville and Village of Scotia to the northeast across the Mohawk River, the Town of Princetown to the west, and the Town of Guilderland to the south, as shown on Figure 2-1 for Project Location Map. Refer to Figure 2-2 for the USGS Topographic Map.

2.1.2. Land Use of Project Area

The (T) Rotterdam is generally a mix of agricultural, residential, land conservation, light industrial, recreational, and general business. The Schenectady County District No. 1 within the (T) Rotterdam is shown in Figure 2-3 and Figure 2-4.

2.1.3. Geologic Conditions

The soils within the (T) Rotterdam are generally loamy sands and silt loams such as Colonie loamy fine sand with 0 to 3 percent slopes (28.2%), Elnora loamy fine sand (9.3%), Colonie loamy fine sand with 3 to 15 percent slopes (8.1%), Plainfield loamy sand with 0 to 3 percent slopes (7.3%) and Urban land-Colonie complex (6.7%), refer to the complete USDA web soil survey in Appendix A.

The soils within the (T) Rotterdam area Rotterdam Junction are generally gravelly silt, silt loam and cut and fill land, such as Howard gravelly silt loam with 0 to 3 percent slopes (35.3%), Wayland soils complex with 0 to 3 percent slops (12.6%), Hamlin silt loam (10.0%), Unadilla silt loam with 0 to 8 percent slopes (7.9%) and cut and fill land (7.4%), refer to the complete USDA web soil survey in Appendix A.

2.1.4. Environmental Resources

The New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper (ERM) was reviewed for the presence of natural resources within the project area. One NYSDEC-mapped wetland (S-115) intersects the project area in a backlot between West Campbell Road and Interstate 890. Two (2) NYSDEC-mapped wetlands (S-4 and S-118) are located within 100 feet of water system improvements, and are located along Kings Road and North Thompson Street. Nine (9) NYSDEC-mapped streams, including Poentic Kill, a tributary of Poentic Kill, five (5) tributaries to Normans Kill and two tributaries to the Mohawk River are located within the project area. These streams are also mapped by the U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI), and several additional NWI-mapped wetlands are within the vicinity of water system improvements. A copy of the NYSDEC Environmental Resource Mapper Results is included in Appendix B. Figure 2-5 of the mapped wetlands and waterbodies can be found at the end of this report.

The USFWS Information for Planning and Consultation (IPaC) website reported the northern long-eared bat (*Myotis septentrionalis*- threatened), the karner blue butterfly (*Lycaeides melissa samuelis*- endangered), and the monarch butterfly (*Danaus plexippus* - candidate) for the project area. Additionally, the ERM reported that the project area is in the vicinity of rare plants and threatened or endangered animals; however, detailed species records were not provided. The ERM also noted that the project area is in the vicinity of a significant natural community (the pitch pine-oak forest at the Albany Pine Bush). A copy of the IPaC report and ERM results can be found in Appendix B.

2.1.5. Floodplain Considerations

The majority of the Rotterdam Junction area within the (T) Rotterdam is Zone AE with areas within the 100-year and 500-year flood zones. A portion of the Mohawk River in Rotterdam Junction area within the (T) Rotterdam is Zone AE with areas within the 100-year or 500-year floodplains. Sandsea kill and Moccasin kill are both zoned as Zone AE and are in the 100-year flood plain. The majority of the (T) Rotterdam is not within a designated flood zone, however the Mohawk River, Norman Kill, Beckers Brook and its tributaries, Davidge Gatt, Poentic Kill, and Lisha Kill Tributary are zoned as Zone A or AE, which are areas of high risk flooding and within the 100-year floodplain. Refer to Appendix C for the FEMA FIRMette Map of the (T) Rotterdam.

2.1.6. Potential Environmental Justice Area

Within the (T) Rotterdam there is one potential environmental justice area that has been identified in the western portion of the town along the municipal boundary of the (C) Schenectady. The potential environmental justice area includes Wilson Avenue, Cox Avenue, Kenmore Avenue, Howe Avenue, Plunkett Avenue, Stanton Street, Earl Street, Kent Street, Bee Street, Poutre Avenue and Adams Street and portions of Myrtle Avenue, Hendricks Street, Crammer Street, Melrose Street, Wellington Avenue, Marengo Street, Granville Avenue, Woodridge Road, Edgewood Avenue, Curry Road, Vischer Avenue, and Broadway, as shown on Figure 2-5 and Figure 2-6. The DECinfo Locator available on the NYSDEC website indicates that the percentage below poverty level is 24.98% and the percentage minority population is 17.46%.

2.2. Ownership and Service Area

2.2.1. Ownership

The (T) Rotterdam owns and operates the water systems within the Town.

2.2.2. Management

The (T) Rotterdam Department is led by Senior Water Plant Operator Justin Peterson, who has a NYS Class 1B License under the Operator Certification Program.

2.2.3. Outside Users

Existing Water District No. 5 serves residents within the (T) Rotterdam and outside users in the (C) Schenectady, (T) Guilderland and (T) Princetown. Additionally, the (T) Rotterdam maintains two emergency connections with the (C) Schenectady located on Hamberg Street and Guilderland Avenue. The (T) Rotterdam has an intermunicipal agreement with the (T) Guilderland to provide the (T) Guilderland with 2MG of water per day from the Water District No. 5 well field. There are no outside users that are served by existing Water District No. 3 in the area of Rotterdam Junction.

2.2.4. Agricultural or Industrial Users

There are no significant Industrial or Agricultural users within Water District No. 5 or within Water District No. 3.Population Trends and Projected Growth

Census data indicates that the Town of Rotterdam has seen a 2.75% growth rate between 2000 and 2010, and a growth rate of 4.91% between 2010 and 2020 summarized in Table 2-1. Based on this information, the anticipated population growth rate is approximately 7.66% over the next 20 years (2040). The estimated Town population in Year 2040 is 32,861.

Table 2-1: Village Population Trends

Town	2000 Population	2010 Population	2020 Population	2040 Projected Population
Rotterdam	28,316	29,094 (2.75%)	30,523 (4.91%)	32,861 (7.66%)
Rotterdam CDP	20,536	20,652 (0.56%)	22,968 (11.21%)	25,674 (11.78%)

*Footnote.

2.2.6. Historical and Projected Water Usage

The majority of the (T) Rotterdam is developed as residential, light industry or general business properties. However, there are areas of agriculture and planned residential development within the (T) Rotterdam that could be developed in the future. Steeple Way, Paddock Circle, Homestead Court, Diamond Place, and Winners Circle in the southwestern portion of the (T) Rotterdam are currently zoned as planned residential development. Additionally, six (6) properties on North Thompson Street are currently zoned as planned residential development, and are included within the EDU Assessment in Appendix D. The decrease in Water Usage from 2020 to 2021 with Water Districts No. 3 and No. 5 could be attributed to an amendment to Local Law on July 24, 2020 that established regulations for lawn watering and sprinkler systems; this law established regulations for when residents can water their lawn or turn on sprinkler systems from May 1st to September 15th of each calendar year.

Table 2-2: District No. 3 Water Usage Table

Water District	Average Daily Demand (gallons)	Maximum Daily Demand (gallons)	Total Production (gallons)
2019	228,783	374,500	83,436,900
2020	235,000	577,200	86,152,200
2021	215,000	347,300	78,426,500

*Data is from 2019-2021 Water Quality Report published by the Town of Rotterdam

Table 2-3: District No. 5 Water Usage Table

Water District	Average Daily Demand (gallons)	Maximum Daily Demand (gallons)	Total Production (gallons)
2019	3,660,000	7,298,000	1,333,198,000
2020	4,200,000	9,930,000	1,531,792,500
2021	3,690,274	8,854,000	1,348,836,000

*Data is from 2019-2021 Water Quality Report published by the Town of Rotterdam

2.2.7. Equivalent Dwelling Units (EDUs) and Water Usage

The estimated number of equivalent dwelling units (EDUs) for Water District No. 3 and Water District No. 5 are summarized in Table 2-4 and Table 2-5, respectively. All tax parcels located with Water District No. 3 and Water District No. 5 were allocated a specific number of EDUs based on the property classification of that parcel as established by the NYS Office of Real Property Services. The EDU assessment completed for Water District No. 3 and Water District No. 5 is included in Appendix D.

Table 2-4: Water District No. 3 EDU Summary

Classification	Number of Parcels	Equivalent EDUs
Agricultural Land	0	0
Residential	386	434
Residential Vacant	51	14.5
Commercial	20	23.5
Commercial Vacant	5	2.5
Community Service	13	13
Industrial	0	0
Total	475	487.5

Table 2-5: Water District No. 5 EDU Summary

Classification	Number of Parcels	Equivalent EDUs
Agricultural Land	0	0
Residential	9318	9789.5
Residential Vacant	55	315.5
Commercial	52	1002
Commercial Vacant	15	31.5
Community Service	95	131.5
Industrial	5	8.5
Total	9,540	11,278.5

3.0 EXISTING CONDITIONS

3.1. General Description

The (T) Rotterdam owns and operates three water districts within the Town. Existing Water District No. 3 (PWSID NY4600067) is located within the Rotterdam Junction area of (T) Rotterdam. Water District No. 3's infrastructure is comprised of two drilled ground water wells, 2-inch water main, 6-inch water main, 8-inch water main, 10-inch water main, 12-inch water main, a 0.5 MG steel bolted glass lined ground water storage tank, and two (2) pump houses located off of Route 5-S. The 0.5 MG ground water storage tank is located off Rynex Corners Road and was constructed and put into service in 2009. The two (2) groundwater wells are located between Parkis Street and Putnam Street. The pumping capacity of Well No. 1 and Well No. 2 combined is approximately 1,000 gpm. According to a report drafted in 2009 by B&L, Well No. 1 is used in the winter months because it has a lower pumping capacity, while Well No. 2 is used in the summer months to meet the higher seasonal demands. The Town has estimated in its 2021 Water Quality Report that Water District No. 3 serves approximately 1,900 people and has 400 water services. The users within Water District No. 3 are not metered.

Existing Water District No. 5 (PWSID NY4600069) is located in the (T) Rotterdam. Water District No. 5 is comprised of 6-inch, 8-inch, 10-inch, 12-inch, 14-inch, 16-inch, 18-inch, 20-inch, and 24-inch water main within the distribution system. There are three (3) 0.4 MG elevated water storage tanks that were constructed in the 1950s and are located on Bernard Street, Elizabeth Street, and Hamberg Street. There are two (2) 2 MG water storage tanks that were constructed in the 1950s and are located on Helderberg Avenue and May Avenue. The Water District No. 5 is served by a groundwater well field with five (5) groundwater wells and five (5) pumping houses located off of Rice Road. Four (4) groundwater wells and pumping houses were constructed originally in the 1950s, while the fifth well was added in 2019 to the well field. The pumping capacity for all groundwater wells are as follows: 1.87 MGD, 2.88 MGD, 2.88 MGD, 3.02 MGD, and 4.32 MGD, for Wells No. 1 through 5, respectively. According to the (T) Rotterdam Annual Water Quality Report, Water District No. 5 serves approximately 25,000 people and has 11,000 water services within the district. The users within Water District No. 5 are not metered.

3.2. Permit Conditions

The (T) Rotterdam Water District No. 5 water withdrawal permit (DEC #4-4228-00294/00001; Facility Reporter ID: WWR0001335) permits the withdrawal of 12MGD from the Rice Road well site. This permit was modified in October 2019 to increase the withdrawal amount to include the increased capacity from the installation of Well No. 5. The (T) Rotterdam Water District No. 3 water withdrawal permit (Facility Reporter ID: WWR0001334) permits a maximum withdrawal of 1MGD from the Rotterdam Junction well field.

3.3. Water Quality

The Town draws water from the Great Flats Aquifers, which is an unconfined aquifer that extend under the majority of the Mohawk River Valley. The Great Flats Aquifers is Primary Aquifer that is part of the EPA federally identified Schenectady-Niskayuna Sole Source Aquifer (ID: SSA27). The Great Flats Aquifer is under the jurisdiction of the EPA and NYSDEC Mohawk River Watershed. The (T) Rotterdam doses the raw groundwater from the wells with gaseous chlorine as means of primary disinfection. As a form of corrosion control for iron and manganese in the raw ground water, the Town doses the water with sodium hexametaphosphate.

Table 3-1: Water District No. 3 – Water Quality Summary*

Parameter	Unit	Quantity
pH	S.U.	7.3
Copper	ppb	0.18
Lead	ppb	10
Nitrates (as Nitrogen) Well No. 1**	ppm	4.84 (4.67-5.2)
Nitrates (as Nitrogen) Well No. 2**	ppm	6.28 (5.81-7.00)
Chlorine Residual	ppm	0.60
Haloacetic acid (HAA5)	ppb	ND-2.06
Total Trihalomethanes (TTHM)	ppb	15.8-26.4
Perfluoroctanoic acid (PFOA)	ppt	2.58
Perfluorooctane Sulfonate (PFOS)	ppt	2.25-5.65

*Samples are taken from Well #2 or blended from both of the Wells together.

**Average four (4) Samples Quarterly 3/1/21, 6/7/21, 8/10/21 & 10/13/21 (range of sample values)

Table 3-2: Water District No. 5 – Water Quality Summary

Parameter	Unit	Quantity
pH	S.U.	7.55
Copper	ppb	0.52
Iron	ppb	21.4
Lead	ppb	2.0
Manganese	ppb	8.6
Perfluoroctanoic acid (PFOA)	ppt	2.56
Perfluorooctane Sulfonate (PFOS)	ppt	2.56-3.91
Chlorine Residual	ppm	0.60
Haloacetic acid (HAA5)	ppb	1.31-2.48
Total Trihalomethanes (TTHM)	ppb	10.1-13.8
HAA6	ppb	4.3-6.8
HAA9	ppb	8.7-14.9

The (T) Rotterdam is required by NYSDOH to conduct water quality testing and monitoring yearly and report and publish the parameters which, were included in the 2021 Water Quality Report, included in Appendix E. The Town's 2021 Water Quality report indicated that the

Source Water Assessment Program (SWAP) completed by NYSDOH deemed the source water for both Water District 3 and District 5 as having an elevated susceptibility for contamination. NYSDOH regulations require the Town to routinely test its drinking water for numerous contaminants, as listed in Appendix E; the Town's Water District No. 5 was found to have non-detect levels of many of the tested contaminants and detected contaminants were all below the stringent individual MCL's. The Town tests 30 samples for coliform bacteria in Water District No. 5 monthly. Other contaminant tests are taken less frequently.

3.4. Water System Demands

The (T) Rotterdam's Annual Water Quality report publishes that the average daily demand (ADD) for 2021 was 215,000 gallons and 3,690,274 gallons for Water District No. 3 and No. 5, respectively. The maximum daily demand (MDD) for 2021 was 347,300 gallons and 8,854,000 gallons, respectively. The users within Water District No. 3 are not metered and are charged a flat annual non-metered rate on their property taxes. Only 10% of the users within Water District No. 5 are metered, non-metered users are charged a flat annual non-metered rate on their property taxes. Additionally, the (T) Rotterdam assumes that 25% of the water supplied for Water District No. 3 is used for fire protection and flushing programs. Similarly, Water District No. 5 also loses finished water to flushing programs, fire protection, and a number of water main breaks within Water District No. 5.

3.5. Summary of Existing Facilities

3.5.1. Source of Supply

The existing well fields for Water Districts No. 3 and No. 5 withdraw water from the Primary Aquifer, Great Flats Aquifer, which is located within a Sole Source Aquifer, Schenectady-Niskayuna Sole Source Aquifer, adjacent to the Mohawk River.

3.5.2. Well Site

The Water District No. 3 well field is comprised of two groundwater wells located between Park is Street and Putnam Street. The pumping capacity of Well No. 1 and Well No. 2 combined is approximately 1,000 gpm. According to recent data from the Town water staff, Well No. 1 has a pumping capacity of 370 gpm and is used in the winter months, while Well No. 2 has a pumping capacity of 570 gpm and is used in the summer months.

The Water District No. 5 well field is comprised of five (5) groundwater wells located on Rice Road. The pumping capacities of Wells No. 1 through Well No. 5 within the well field are 1.87 MGD, 2.88 MGD, 2.88 MGD, 3.02 MGD, and 4.32 MGD, respectively. The existing conditions of the wells within the Water District No. 5 well field are summarized in Table 3-1. The well field has a generator building that would convey power in the event the site losses power to Well House No. 2 and then from Well House No. 2 to Well Houses No. 1 and No. 3. Wells No.'s 1 through No. 4 do not currently have flow meters to measure the amount of water produced by each well individually. The isolation

valves within Well Houses No. 1 and No. 2 are difficult for the operators to access and cannot be turned by the operators to successfully isolate each of the wells. The joint on the 12-inch piping of pump No. 2 is visibly leaking when the pump is started up and is need of a replacement. The 12-inch water-to-waste pipe conveys water that is pumped from the wells for monitoring and testing purposes and other maintenance activities and is not going to be used in the distribution system to an outfall that flows into the Mohawk River. The water-to-waste line outfall location lacks safety precautions that allow operators to safely take measurements at the outlet piping. Additionally, the water to waste pipe outfall does not have any erosion control measure to protect the Mohawk Rover bank from eroding.

Table 3-3: Existing Groundwater Wells

Well Number	Depth	Casing Depth	Pump Capacity (GPM)	Pump Capacity (MGD)	Motor HP	Year Drilled
1	80'	55'	1,400	1.87	100	1952
2	81'6"	57'9"	2,083	2.88	200	1952
3	81'1"	55'3"	2,100	2.88	200	1952
4	92'	43'	2,100	3.02	200	1987
5	85' +/-	59' +/-	3,000	4.32	350	2017

The existing five (5) well pumps operate in a lead, lag, stand-by and backup sequence based on the water level in the Hamburg Street water storage tank. The wells operate automatically and operation is monitored and recorded through the Town's SCADA system. The operation sequence, as provided by the Town, is summarized in Table 3-4 below. Levels are assumed to be from the bottom of the Hamburg Street elevated storage tank bowl and are believed to be the original set up from the 1950s; pressures are approximate and assumed to be measured at the base of the tank.

Table 3-4: Well Pump Operation Sequence

Pump	Pump On Condition	Pump Off Condition
Lead	54 psi (27 feet)	55.5 psi (30 feet)
Lag	53 psi (25 feet)	54.75 psi (29 feet)
Stand-by	52.25 psi (23.5 feet)	54 psi (27 feet)
Back-up	52 psi (23 feet)	53.5 psi (26 feet)

The original pumps and equipment at the well field are generally over 60 years old. It is our understanding that the Town is working on a capital improvements plan.

3.6. Water Transmission, Distribution, and Storage

3.6.1. Water District No. 3

Water District No. 3's distribution infrastructure is comprised of approximately 3,660 linear feet of 2-inch water main, 14,965 linear feet of 6-inch water main, 10,400 linear feet of 8-inch water main, 12,510 linear feet of 10-inch water main, and 3,370 linear feet of 8-inch transmission main from the 0.5 ground water storage tank. The 0.5 MG steel bolted glass lined ground water storage tank was constructed and put into service in 2009 to replace the 0.2 MG storage tank. The tank was designed with the potential for the tank being expanded to 0.75 MG if the system grew to need additional storage capacity. However, the (T) Rotterdam is only able to utilize 5-6 feet of storage in the 0.5 MG water storage tank due to the current transmission main configuration. Refer to Figure 3-1 for a map of the existing infrastructure within Water District No. 3.

3.6.2. Water District No. 5

Water District No. 5's distribution infrastructure is comprised of approximately 11,065 linear feet of 6-inch water main, 139,820 linear feet of 8-inch water main, 15,180 linear feet of 10-inch water main, 40,520 linear feet of 12-inch of water main, 3,870 linear feet of 14-inch water main, 3,675 linear feet of 16-inch water main, 5,385 linear feet of 18-inch water main, 28,290 linear feet of 20-inch water main and 11,905 linear feet of 24-inch water main within the distribution system. A portion of the 20-inch transmission main along Princetown Road to the 5-corners area and then to Curry Road, before transitioning to a 12-inch water main at the Altamount Avenue intersection is original to the distribution system and was constructed in the 1950s, with sections replaced since then due to a number of water main breaks. Additionally, the Town identified that there are developments whose mains are constructed with asbestos-cement (also known as transite) pipe, including the Coldbrook development. The Town should look into replacement of these mains for ease of maintenance and public health. The (T) Rotterdam indicated that there were a number of high priority valve replacements along the 20-inch transmission main on Curry Road, Beverly Street, and Willow Street due to their age and condition. The Town has nearly 1,000 fire hydrants throughout the distribution system in seven separate fire districts. As expected with the age of the system, hydrants and isolation valves are in need of replacement or repair. Refer to Figure 3-2 for a map of the existing infrastructure within Water District No. 5.

There are three (3) 0.4 MG elevated water storage tanks located on Bernard Street, Elizabeth Street, and Hamberg Street, and two (2) 2 MG water storage tanks located on Helderberg Avenue and May Avenue. The three (3) 0.4 MG elevated water storage tanks were constructed in the 1950s; due to the age of all 0.4 MG tanks it is suspected that the paint used during the construction of the tanks is likely lead-based. The 2MG ground mounted standpipe located on Helderberg Avenue was constructed in the 1950s and due to the age of the tank it is suspected that the paint is likely lead-based. The

2MG elevated water storage tank located on May Avenue was constructed in the 1950s and was recently recoated. The overflow elevation for all five of the existing water storage tanks within Water District No. 5 are located at 478 feet. The Bernard Street, Elizabeth Street, Hamberg Street, and Helderberg Avenue water storage tanks have altitude valves to control the water elevation within the tanks. The May Avenue elevated storage tank is serviced by a 6-inch water mains on May Avenue and Byron Avenue before upsizing to 8-inch water main on East Campbell Road and High Bridge Road.

3.6.3. Water Model Development and Calibration

A computer-based hydraulic model of the water system was developed using WaterCAD V8i by Bentley System, Inc. The model incorporates the most current water distribution system mapping and operation information provided by the Town water and building departments. The system demands were estimated using data provided from the Town from 2011 through 2016. The Town provided water usage data for only the metered accounts to add into the system in order to provide a more accurate distribution of water demands. After the model was created, hydrant flow tests were performed to gather static pressures, residual pressures, and flow data at key locations in the water system to be used in calibration of the model.

B&L prepared a location map of the hydrant tests and testing protocol for the Town. The hydrant flow tests (also known as fire flow tests) were conducted at night-time and with the well pumps off. The tests were conducted by B&L and Town Water Department personnel between October 12th and October 13, 2016. Sixteen (16) pairs of hydrants, scattered throughout the Town, were tested on various size water mains, service areas etc. The data from the tests was then extrapolated and used to calibrate the water model by mimicking controllable field conditions. The data collected from the hydrant testing is presented in the table below and location of the test hydrants can be seen on Figure 3-3.

Table 3-5: Hydrant Flow Test Data (October 2016)

Test No.	Static (psi)	Residual (psi)	Outlet (psi)	Flow (gpm)
1	52	45	12	516
2	53	52	14	620
3	54	31	21	770
4	50	50	16	631
5	63	63	34	971
6	53	32	12	559
7	57	56	19	648
8	56	55	12	550
9	65	64	26	852
10	48	48	14	601
11	49	45	24	816
12	48	46	22	787
13	54	53	13	566
14	59	58	17	654
15	72	70	11	567
16	51	50	10	536

Calibration of the model includes assigning known physical attributes of the water system to the corresponding digital features in the model. Attributes include pipe size, elevation, length, hydrant elevations, tank size, etc. Many of the system attributes are fixed and unlikely to change over time. One exception with the largest impact on available flow and pressure within the water system is the condition of the interior of the distribution pipes and the corresponding roughness coefficient or C-Value. The C-Value represents buildup in the pipes, also known as tuberculation, which affects the smoothness and the diameter of the pipes. New pipes will have a typical C-Value ranging from 120-140, depending on the material of construction. Pipes that have lower C-Values are typically aged pipes which have significant tuberculation and scale deposits. A pipe with a C-Value of 20 represents a pipe which has significant tuberculation to the point its inside diameter is reduced by nearly half. Table 3-6 demonstrates correlation between pipe size and C-Value. Once known physical attributes and pipe C-Values are assigned in the distribution model to replicate field observations, the model can be used to review and evaluate the distribution system.

Table 3-6: C-Value and Equivalent New Pipe Size

Pipe Size (inches)	C-Value	Equivalent New Pipe Size (inches)	Pipe Size (inches)	C-Value	Equivalent New Pipe Size (inches)
4	20	2.01	6	20	3.04
4	40	2.65	6	40	3.95
4	60	3.07	6	60	4.61
4	80	3.43	6	80	5.14
4	100	3.73	6	100	5.60
4	120	4.00	6	120	6.00
Pipe Size (inches)	**C-Value**	**Equivalent New Pipe Size (inches)**	**Pipe Size (inches)**	**C-Value**	**Equivalent New Pipe Size (inches)**
8	20	4.05	10	20	5.06
8	40	5.27	10	40	6.58
8	60	6.15	10	60	7.68
8	80	6.86	10	80	8.57
8	100	7.46	10	100	9.34
8	120	8.00	10	120	10.00
Pipe Size (inches)	**C-Value**	**Equivalent New Pipe Size (inches)**	**Pipe Size (inches)**	**C-Value**	**Equivalent New Pipe Size (inches)**
12	20	6.08	16	20	8.09
12	40	7.90	16	40	10.54
12	60	9.22	16	60	12.30
12	80	10.28	16	80	13.71
12	100	11.20	16	100	14.93
12	120	12.00	16	120	16.00

3.6.4. Existing System Pressures

The distribution system was designed to provide adequate pressure to all customers when the water storage tanks are full. The analysis of static pressures within the existing system indicated that pressures range from 47 psi to 108 psi, refer to Appendix F for a complete table of existing system pressures from the WaterCAD Model. All pressures in the system meet the minimum service pressures. Refer to Figure 3-4 for a map of the assumed existing system static pressures.

3.6.5. Available Fire Flows

Current fire flow standards require a minimum of 500 gpm although areas with high density or larger buildings may require high fire flows. For the Town of Rotterdam, the minimum fire flow basis was set at 1,000 gpm. Figure 3-5 includes a map of the assumed existing system fire flows. The model shows that, approximately 8% of the junction have less than the minimum 1,000 gpm available fire flow, refer to Appendix F for a complete table of existing system pressures from the WaterCAD Model.

3.6.6. Deficiencies

3.6.6.1 Water Mains

The distribution piping within the system is aged beyond its useful life and needs improvements. This makes the system more susceptible to breaks and leaks. The transmission mains that run from the plant to the entire Town are vital to the system. If they were out of service in an emergency, it would be detrimental to the Town.

3.6.6.2 Water Storage

The west side of the Town does not have much volume for fire flows. The closest source is from the water treatment plant. This puts this area at risk in case of a fire emergency.

3.6.6.3 Fire Flows

Eight (8) % of the junctions in the system show less than 1,000 gpm for fire flows. These areas do not have adequate fire flows in case of a fire emergency.

3.7. Need for Improvement

The (T) Rotterdam Water District No. 3's water system infrastructure was constructed in the mid-1950s with a 0.5 MG water storage tank constructed in 2009. The majority of (T) Rotterdam Water District No. 5's water system infrastructure was constructed in the mid-1950s. The water system has expanded to include connections to (T) Princetown and (T) Guilderland, and an emergency connection to the (C) Schenectady.

3.7.1. Health, Sanitation, and Security

The Helderberg Avenue site lacks sufficient security signage. It is suspected that all five (5) of the water storage tanks with Water District No. 5 were likely coated with lead based paint due to the age of the infrastructure. Since all of the water storage tanks in the Town were installed during the same general time period is suspected that the interior and exteriors of all the tanks within the water system are coated with a lead-based coating. Due to the assumed ages of the Bernard Street, Elizabeth Street, and Hamberg Street water storage tanks it is suspected that the coating for tanks is likely lead based. The water to waste piping lacks safety precautions that would allow operators to safely take measurements at the outfall location.

3.7.2. Aging Infrastructure

Within the (T) Rotterdam Water District No. 5 distribution system there are pipes of varying ages and varying conditions. The WaterCAD model that was prepared under the scope of this report found that the central and southern portions of the Water District No. 5 near Helderberg Avenue water storage tank and the Elizabeth Street water storage tank are an area of concern due to low residual pressures. The Helderberg Avenue water storage tank is in need of structural repairs including: resealing the junction of the exterior tank bottom and the concrete base and modifying the drainage

around the tank's concrete base. The valves within Wells Houses No.1 and No. 2 are not currently operational by the water system operators and should be replaced with valve vaults in the yard of the Rice Road well field. The existing 8-inch and 12-inch water main on Altamount Avenue and the existing 20-inch water main along Curry Road between Cedarlawn Avenue to Deforest Street is located 3.39 feet below the ground surface which is not adequate to prevent freezing and thawing within the pipe.

3.7.3. Reasonable Growth

As discussed earlier in this report, current population trends do project significant population growth of approximately 7.66% for the (T) Rotterdam over the next 20 years. The Town maintains an emergency interconnection with the (C) Schenectady. (T) Rotterdam has an intermunicipal agreement with the (T) Guilderland to supply the (T) Guilderland with 2 MGD. The Town also supplies outside users in the (C) Schenectady, (T) Guilderland, and (T) Princetown. By adding the additional outside users and a connection to the (T) Guilderland the aged existing infrastructure has been put under additional stress. The Rice Road well field currently lack the capacity and redundancy to provide the Town with the 8.85 MG maximum daily water usage if Well No. 5 needed to be taken out of service for maintenance; the addition of a sixth well would allow for redundancy in the system and flexible for the operators to be able to take a well out of service is needed.

3.7.4. Compliance with Local, State, and Federal Requirements

The Helderberg Avenue water storage tank has several deficiencies that fail to comply with AWWA D100 standards; this includes the shell manhole and dome vent. The shell manhole fails to comply with AWWA D100 standards by only having one (1) shell manhole in the first diameter of the tank; per AWWA D100 standards the water storage tank should have two (2) shell manholes within the first diameter of the tank. The Helderberg Water Storage Tank also fails to have two (2) access hatches located on the domed roof of the tank; it proposed that the existing dome roof vent be replaced with a roof vent on a 4-inch tank riser that can be removed and used as a second access hatch on the roof. The existing ladder at the Helderberg Tank terminates at the top of the side wall of the tank and fails to extend fully onto the tank roof.

The 2018 Recommended Standards for Water Works (RSWW), states that dead ends should be minimized where possible and if not possible then the dead ends should be equipped with means to adequately flush the line. The discharge piping from Wells No. 1 through No. 4 does not currently have flow meters to measure the flow produced from each well and conveyed to the distribution system, this is out of compliance with the RSWW section 2.13 and section 3.2.7.3. Additionally, the discharge piping from Wells No. 1 through No. 4 do not currently have adequate means of isolation through

control valves and appurtenances to comply with RSWW section 3.2.7.3. The existing check valve seat does not have an adequate seal and has caused issues while starting well pump No. 4 and creating high pressure shockwave in the water system.

4.0 ALTERNATIVES ANALYSIS

The following treatment alternatives were investigated:

- No Action Alternative
- Alternative No. 1: High Priority Distribution System Improvements
- Alternative No. 2: Medium Priority Distribution System Improvements
- Alternative No. 3: Low Priority Distribution System Improvements
- Additive No. 1: Distribution System Improvements for Water District No. 5.

4.1. No Action

Under the No Action alternative, no changes would be made to the (T) Rotterdam's existing water system infrastructure in Water Districts No. 3 and No. 5. Due to the age of portions of the distribution system, age of the existing water storage tanks, inadequately sized mains, deficient layout of transmission main and areas of low pressure, this alternative is not recommended and was not investigated further.

4.2. Alternative No. 1: High Priority Distribution System Improvements

This alternative includes distribution system improvements and well field improvements for Water District No. 5 that the (T) Rotterdam operators have identified are the highest priority replacements and improvements within the system. This alternative depicted is in Figures 4-1 and generally include:

- Installation of a Well No. 6 with a Well House
- Approximately 9,890 linear feet of 30-inch ductile iron water main replacing the existing 20-inch transmission main from the Rice Road well field along West Campbell Road, Burdeck Street, and North Thompson Street
- Approximately 5,228 linear feet of 16-inch ductile iron water main replacing the existing 8-inch and 12-inch existing water main on Altamont Avenue
- Approximately 1,171 linear feet of 12-inch ductile iron water main connecting the existing 10-inch water main on Carman Road to the Whispering Pines area, which a 360 Linear foot NYS Thurway Crossing
- Approximately 2,276 linear feet of 12-inch ductile iron water main replacing the existing 8-inch water main on Helderberg Avenue connecting to the existing water main near the intersection with Bayberry Road to the intersection with Curry Road
- Five (5) 6-inch main line gate valves to replace the existing inoperative mainline valves located on Parklawn Avenue, Robinwood Avenue and Pinelawn Avenue
- Two (2) 8-inch main line gate valves to replace the existing inoperative mainline valves located on Cedarlawn Avenue
- Three (3) 20-inch main line gate valves to replace the existing inoperative mainline valves located on Willow Street, Beverly Street, and Curry Road
- Thirteen (13) 30-inch main line butterfly valves, replacing the existing 24-inch main line valves
- Seven (7) 16-inch mainline gate valves, replacing the existing 12-inch main line gate valves

- Two (2) 12-inch main line gate valves, with replacing the existing 8-inch main line gate valves
- Thirty-two (32) hydrant assemblies, including removing and replacing 30 existing hydrant assemblies
- One hundred fifteen (115) re-established water services

4.2.1. Impact on Existing System

The proposed West Campbell transmission main improvements under this alternative would replace undersized and deficient infrastructure, allowing for more capacity within the distribution system. The static pressure and fire flow results including the proposed improvements from the WaterCAD model are depicted in Appendix G and on Figure 4-2 and Figure 4-3. The operators would also gain the ability to operate the valves located on Curry Road, Willow Street, Beverly Street, Cedarlawn Avenue, Parklawn Avenue, Robinwood Avenue and Pinelawn Avenue that were previously inoperable and allowed the operators little control of the system within these areas. The installation of the replacement main on Altamount Avenue will be adequately sized and will be located at an adequate depth, since it the existing 8-inch and 12-inch water main currently located 3.39 feet below the ground surface and is subject to freezing and thawing during the winter months.

4.2.2. Land Requirements

The land requirements for the installation of the proposed water main and replacement water main will be evaluated further during the design of this project, but it is likely that the Town will need to secure easements from residents if the water main cannot be placed within the right-of-way. Well No. 6 will be drilled in the well field located on Rice Road and no additional land will be required.

4.2.3. Environmental Impacts

4.2.3.1 Wetlands and Surface Waters

The proposed distribution system improvements for this alternative intersect one NYSDEC-mapped wetland (S-115) in a backlot between West Campbell Road and Interstate 890, and NYSDEC wetland S-118 is located within 100 feet of the project area. Several NYSDEC-mapped streams, including Poentic Kill, a tributary of Poentic Kill, tributaries to Normans Kill and tributaries to the Mohawk River, are located within the project area. These streams are also mapped by the U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI), and several additional NWI-mapped wetlands are within the vicinity of water system improvements. A wetland delineation will be completed during the project's design phase to identify the boundaries of wetlands and surface waters within the project area. Directional drilling of new water main may be utilized, if feasible, to avoid disturbances to wetlands and surface waters. Open-cut water main installation may result in temporary impacts to wetlands and streams within the project area.

4.2.3.2 Threatened and Endangered Species

According to the USFWS IPaC database, the project area is within the vicinity of the northern long-eared bat (Myotis septentrionalis- threatened), the karner blue butterfly (Lycaeides melissa samuelis- endangered), and the monarch butterfly (Danaus plexippus - candidate) for the project area. Additionally, the ERM reported that the project area is in the vicinity of rare plants and threatened or endangered animals; however, detailed species records were not provided. The project area is in the vicinity of one significant natural community, the pitch pine-oak forest at the Albany Pine Bush. A habitat assessment would be completed during the project's design phase in order to document potential suitable habitat for reported species throughout the project area.

4.2.3.3 Cultural and Historic Resources

Portions of the proposed distribution system improvements are within archaeologically sensitive areas. Additionally, buildings listed on or eligible for listing on the National Register of Historic Places are located adjacent to roadways where distribution system improvements are proposed. Coordination with SHPO will be completed during the project's design phase in order to ensure that potential impacts to archeological and historical resources are avoided.

4.2.3.4 Environmental Permit Summary

Disturbances to federally regulated wetlands or surface waters would likely require a Section 404 permit from the USACE and corresponding Section 401 Water Quality Certification from the NYSDEC. Disturbances to the bed or banks of state-protected streams would likely require an Article 15 stream disturbance permit from the NYSDEC. Any disturbances to NYSDEC-regulated wetlands or their 100-foot adjacent area would likely require an Article 24 Freshwater Wetlands Permit from the NSYDEC. Additionally, if greater than 1-acre of ground disturbance is anticipated, then a NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities would be required.

4.2.3.5 Smart Growth

Refer to Appendix H, for the Smart Growth Assessment Form.

4.2.4. Permit Requirements

The (T) Rotterdam Water District No. 5 water withdrawal permit (DEC #4-4228-00294/00001; Facility Reporter ID: WWR0001335) permits the withdrawal of 12MGD from the Rice Road well site will not be modified under this alternative.

4.2.5. Storm and Flood Resiliency

The Rice Road well field improvements proposed under this alternative is within the 1-percent or 100-year flood plain with a base flood elevation of 232 feet; portions of the proposed 30-inch ductile iron water main along West Campbell Road is also within the 1-percent or 100-year flood plain. All of the other improvements proposed under this alternative are not within a FEMA identified flood plain.

4.2.6. Schedule and Constructability

The construction of this alternative can occur with small sections of the distribution system taken offline and isolated so connections can be made to the existing water main. Additionally, the replacement sections of water main can be installed while the existing water main remains active; only once the replacement water main passes pressure testing and is disinfected the connections to the existing water main will be made and the existing water main will be decommissioned. The anticipated project schedule is as follows:

Design and Permitting	2023
Submit plans and specifications for review:	Fall 2023
Award bids	Winter 2024
Construction start:	Spring 2024
Construction completion:	Fall 2027

4.2.7. Project Capital Cost

This cost opinion can be considered a Class 4 estimate as defined by American Association of Cost Engineers International (AACEI). Class 4 estimates are appropriate for study or feasibility purposes and typically prepared at the 5% design development level. This cost opinion carries a 20% contingency to account for cost aspects inherently undefined at the study phase of any project. Refer to Appendix I for a full itemized cost estimate.

Table 4-1: Estimate of Probable Cost, Alternative 1

Line Item	Associated Cost
Base Project Subtotal 2022	$18,110,000
Escalation to 2025 (6%/year)	$3,459,000
Contractor General Conditions (5%)	$1,078,000
Contingency (20%)	$7,340,695
Construction Subtotal Total	$29,987,695
Estimated Engineering, Legal, Administration (25%)	$2,944,110
Total Estimated Project Capital Cost	**$32,931,805**

4.3. Alternative No. 2: Medium Priority Distribution System Improvements

This alternative includes the medium priority improvements for the distribution system within Water District No. 5. The proposed improvements in this alternative are depicted in Figure 4-1 and generally include:

- Approximately 10,579 linear feet of 30-inch ductile iron water main replacing the existing 14-inch and 24-inch transmission main from the Rice Road well field along Bluff Road, Gordon Road, and Princetown Road
- Approximately 679 linear feet of 24-inch ductile iron along Curry Road connecting from Wallace Avenue and N Westcott Road existing water main on Broadway to the proposed 24-inch replacement ductile iron water main on Curry Road
- Approximately 2,094 linear feet of 24-inch ductile iron water main replacing the existing 8-inch section on Curry Road between the intersection with N Westcott Road and Oaklawn Avenue
- Approximately 1,689 linear feet of 10-inch ductile iron water main to connect the existing water main on Keator Drive to the Whispering Pines area
- Fourteen (14) 30-inch main line butterfly valves replacing the existing 24-inch main line valves
- Four (4) 24-inch main line gate valves, with 3 existing main line gates valves being replaced;
- Fourteen (14) 10-inch main line gate valves
- Twenty-four (24) hydrant assemblies, including removing and replacing 22 existing hydrant assemblies
- Two hundred ten (210) re-established water services

4.3.1. Impact on Existing System

The proposed Princetown Road transmission main improvements under this alternative would replace undersized and deficient infrastructure, allowing for more capacity within the distribution system. The static pressure and fire flow results including the proposed improvements from the WaterCAD model are depicted in Appendix G and on Figure 4-2 and Figure 4-3. The proposed water main along Curry Road will connect the distribution system from the northwestern portion that currently terminates at the intersection of Mariaville Road, Princetown Road, Duanesberg Road and Wallace Avenue and northeastern portion that currently terminates at the intersection of North Westcott Road, Broadway and Curry Road; this will create a continuous 24-inch transmission main along Curry Road. The section of undersized 8-inch water main along Curry Road that is being replaced will resolve any bottle necking issues that may have previously occurred while conveying water from the Rice Road well field to the western portion of the distribution system. Additionally, the water main replacement along Curry Road is adjacent to an identified potential environmental justice area.

4.3.2. Land Requirements

The land requirements for the installation of the proposed water main and replacement water main will be evaluated further during the design of this project, but it is likely that the Town will need to secure easements from residents if the water main cannot be placed within the right-of-way.

4.3.3. Environmental Impacts

4.3.3.1 Wetlands and Surface Waters

No NYSDEC- or NWI-mapped streams or wetlands are within 100 feet of the proposed distribution system improvements for this alternative. A wetland delineation will be completed during the project's design phase to identify the boundaries of wetlands and surface waters within the project area, if any unmapped resources are present. Directional drilling of new water main may be utilized, if feasible, to avoid disturbances to wetlands and surface waters. Open-cut water main installation may result in temporary impacts to wetlands and streams within the project area.

4.3.3.2 Threatened and Endangered Species

According to the USFWS IPaC database, the project area is within the vicinity of the northern long-eared bat (Myotis septentrionalis- threatened), the karner blue butterfly (Lycaeides melissa samuelis- endangered), and the monarch butterfly (Danaus plexippus - candidate) for the project area. Additionally, the ERM reported that the project area is in the vicinity of rare plants and threatened or endangered animals, however, detailed species records were not provided. The project area is in the vicinity of one significant natural community, the pitch pine-oak forest at the Albany Pine Bush. A habitat assessment would be completed during the project's design phase in order to document potential suitable habitat for reported species throughout the project area.

4.3.3.3 Cultural and Historic Resources

Portions of the proposed distribution system improvements are within archaeologically sensitive areas. Additionally, buildings listed on or eligible for listing on the National Register of Historic Places are located adjacent to roadways where distribution system improvements are proposed. Coordination with SHPO will be completed during the project's design phase in order to ensure that potential impacts to archeological and historical resources are avoided.

4.3.3.4 Environmental Permit Summary

Disturbances to federally regulated wetlands or surface waters would likely require a Section 404 permit from the USACE and corresponding Section 401 Water Quality Certification from the NYSDEC. Disturbances to the bed or banks of state-protected streams would likely require an Article 15 stream disturbance permit from the NYSDEC. Any disturbances to NYSDEC-regulated wetlands or their 100-foot adjacent area would likely require an Article 24 Freshwater Wetlands Permit from the NSYDEC. Additionally, if greater than 1-acre of ground disturbance is anticipated, then a NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities would be required.

4.3.3.5 Smart Growth

Refer to Appendix H, for the Smart Growth Assessment Form.

4.3.4. Permit Requirements

Under this alternative no improvements have been proposed to the well field so the (T) Rotterdam Water District No. 5 water withdrawal permit (DEC #4-4228-00294/00001; Facility Reporter ID: WWR0001335) permits the withdrawal of 12MGD from the Rice Road well site will not be modified under this alternative.

4.3.5. Storm and Flood Resiliency

The improvements proposed under this alternative are not within a FEMA identified flood plain.

4.3.6. Schedule and Constructability

The construction of this alternative can occur with small sections of the distribution system taken offline and isolated so connections can be made to the existing water main. Additionally, the installation of the replacement water main along Curry Road can occur while the existing main remains active; only once the replacement water main passes pressure testing and is disinfected the connections to the existing water main will be made and the existing 8-inch water main will be decommissioned. The anticipated project schedule is as follows:

Design and Permitting	TBD
Submit plans and specifications for review:	TBD
Award bids	TBD
Construction start:	TBD
Construction completion:	TBD

4.3.7. Project Capital Cost

This cost opinion can be considered a Class 4 estimate as defined by American Association of Cost Engineers International (AACEI). Class 4 estimates are appropriate for study or feasibility purposes and typically prepared at the 5% design development level. This cost opinion carries a 20% contingency to account for cost aspects inherently undefined at the study phase of any project. Refer to Appendix I for a full itemized cost estimate.

Table 4-2: Estimate of Probable Cost, Alternative 2

Line Item	Associated Cost
Base Project Subtotal 2022	$11,009,000
Escalation to 2025 (6%/year)	$2,103,000
Contractor General Conditions (5%)	$656,000
Contingency (20%)	$2,754,000
Construction Subtotal Total	$16,500,000
Estimated Engineering, Legal, Administration (25%)	$4,200,000
Total Estimated Project Capital Cost	**$20,700,000**

4.4. Alternative No. 3: Low Priority Distribution System and Water Storage Improvements

This alternative would include improvements to Water District No. 3 such as the installation of a new transmission main for the 0.5MG Rynex Corners Road Water Storage Tank. This alternative would also include improvements to Water District No. 5 such as: the replacement of deficient portions of the (T) Rotterdam distribution system, replacement of mainline valves, replacement of hydrant assemblies, the construction of a 1MG Water Storage Tank in water district No. 5, and improvements to the existing District No. 5 Water Storage Tanks. The proposed improvements are depicted in Figures 4-1 and Figure 4-4 would generally include the following:

- Water Storage Improvements including:
    - Installation of a ladder extending onto the roof on the Helderberg Avenue Water Storage Tank in accordance with AWWA D110;
    - Installation of a mixing system to prevent freezing due to the climate and height of the water storage tank and instruments on the Helderberg Avenue Water Storage Tank;
    - Installation of security signage at the Helderberg Avenue Water Storage Tank;
    - Overflow pipe improvements on the Helderberg Avenue Water Storage Tank;
    - Sandblast and re-coat the exterior and interior of the Helderberg Avenue 2 MG Water Storage Tank;
    - Sandblast and re-coat the exterior and interior of the Hamberg Street 0.4 MG Water Storage Tank;
    - Sandblast and re-coat the exterior and interior of the Elizabeth Street 0.4 MG Water Storage Tank;

  - Sandblast and re-coat the exterior and interior of the Bernard Street 0.4 MG Water Storage Tank;
  - Construction of a 1 MG glass lined steel bolted ground water storage tank located at the Schalmont High School.
- Water District No. 3 Distribution Main and Transmission Main Improvements including:
  - Approximately 2,091linear feet of 12-inch transmission main for the 0.5 MG Rynex Corners Road Water Storage Tank;
  - Three (3) main line gate valves with valve boxes.
- Water District No. 5 Distribution Main and Transmission Main Improvements including:
  - Approximately 1,200 linear feet of 12-inch ductile iron water main connecting the proposed 1MG glass lined steel bolted ground water storage tank located at the Schalmont High School to the 12-inch water main located on Duanesburg Road;
  - Approximately 2,930 linear feet of 24-inch ductile iron water main replacing the existing 20-inch water main on Bernard Street and Wallace Avenue;
  - Approximately 4,415 linear feet of 24-inch ductile iron water main replacing the existing 20-inch transmission main along a portion of Curry Road;
  - Four (4) 12-inch main line gate valves;
  - Ten (10) 24-inch main line gate valves replacing the existing 24-inch main line gate valves;
  - Nineteen (19) hydrant assemblies, including removing and replacing 13 existing hydrant assemblies;
  - One hundred twenty-seven (127) re-established water services;
- Water District No. 5 Well Field Improvements including:
  - Installation of a VFD for Wells Houses Nos. 1, 2, 3, and 4 at the Rice Road well field;
  - Installation of a flow meter on the discharge pipe for Wells No. 1 through No. 4;
  - Installation of a flow meter on the water to waste pipe for Wells No. 1 through No. 4;
  - Installation of four (4) gate valves with valve boxes, including the replacement valves for the inoperable valves within the well houses at the Rice Road well field;
  - Installation of an air release valve within Well House No. 3;
  - Replacement of a check valve within Well House No. 4;
  - Reorganization and tracing of existing electrical wires within the electrical vault in Well House No. 2;
  - Replace the process piping of Pump No. 2 in Well House No. 2;
  - Installation of riprap at the outfall of the water to waste outfall to protect the Mohawk River bank from eroding;
  - Installation of a standing pad with a railing on the existing headwall of the water to waste pipe outfall to allow operators to safely take measurements at the outfall location;
  - Replace the existing venturi valves in the venturi pits with venturi meters; and
  - Install valves to replace all existing Ross valves in the yard of Well Houses No. 1 through No. 4.

4.4.1. Impact on Existing System

The proposed improvements at the well field site will allow the operators to have better control over their infrastructure. The replacement of the existing water meters on the well discharges lines and the addition of water meters on the water-to-waste lines will provide the operators with additional information about each wells production and the amount of water that is wasted. The replacement of the existing 24-inch venturi meters on the existing well field transmission mains with 30-inch venture meters on the proposed replacement transmission mains will allow the operates to accurately measure the flow being sent out the distribution system. The installation of VFDs on the well pumps will allow the operators to adjust the speeds of the pumps, rather than having to run the pumps at one speed, further increasing the flexibility the operators will have within the water system. Blasting and re-coating all of the existing water storage tanks will remove the likely lead-based coating from the tanks. The addition of the Schalamont School water storage tank will provide additional storage capacity within the system and in an area that is somewhat isolated from the rest of the system by the NYS Thruway. The upsized replacement water mains along Curry Road, Bernard Street and Wallace Avenue will provide these areas with adequate flow. The static pressure and fire flow results including the proposed improvements from the WaterCAD model are depicted in Appendix G and on Figure 4-2 and Figure 4-3. Additionally, the water main replacement along Curry Road is adjacent to an identified potential environmental justice area.

4.4.2. Land Requirements

This alternative does have land requirements. However, the Town will have to enter into a lease agreement with the property owners of the Schalmont High School to be able to place the proposed water storage tank at this location.

4.4.3. Environmental Impacts

4.4.3.1 Wetlands and Surface Waters

The proposed distribution system improvements for this alternative are not located within 100 feet of any NYSDEC-mapped wetlands. The distribution improvements intersect two NYSDEC-mapped streams including a tributary to Normans Kill, and a tributary to the Mohawk River. These streams are also mapped by the USFWS NWI. A wetland delineation will be completed during the project's design phase to identify the boundaries of wetlands and surface waters within the project area. Directional drilling of new water main may be utilized, if feasible, to avoid disturbances to wetlands and surface waters. Open-cut water main installation may result in temporary impacts to wetlands and streams within the project area.

4.4.3.2 Threatened and Endangered Species

According to the USFWS IPaC database, the project area is within the vicinity of the northern long-eared bat (Myotis septentrinalis- threatened), the karner blue butterfly (Lycaeides melissa samuelis- endangered), and the monarch butterfly (Danaus plexippus - candidate) for the project area. Additionally, the ERM reported that the project area is in the vicinity of rare plants and threatened or endangered animals; however, detailed species records were not provided. The project area is in the vicinity of one significant natural community, the pitch pine-oak forest at the Albany Pine Bush. A habitat assessment would be completed during the project's design phase in order to document potential suitable habitat for reported species throughout the project area.

4.4.3.3 Cultural and Historic Resources

Portions of the proposed distribution system improvements are within archaeologically sensitive areas. Additionally, buildings listed on or eligible for listing on the National Register of Historic Places are located adjacent to roadways where distribution system improvements are proposed. Coordination with SHPO will be completed during the project's design phase in order to ensure that potential impacts to archeological and historical resources are avoided.

4.4.3.4 Environmental Permit Summary

Disturbances to federally regulated wetlands or surface waters would likely require a Section 404 permit from the USACE and corresponding Section 401 Water Quality Certification from the NYSDEC. Disturbances to the bed or banks of state-protected streams would likely require an Article 15 stream disturbance permit from the NYSDEC. The installation of a new well would likely require a modification to the Town's existing Article 15 Water Withdrawal Permit from NYSDEC. Additionally, if greater than 1-acre of ground disturbance is anticipated, then a NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities would be required.

4.4.3.5 Smart Growth

Refer to Appendix H, for the Smart Growth Assessment Form.

4.4.4. Permit Requirements

The (T) Rotterdam Water District No. 5 water withdrawal permit (DEC #4-4228-00294/00001; Facility Reporter ID: WWR0001335) permits the withdrawal of 12MGD from the Rice Road well site will not be modified under this alternative.

4.4.5. Storm and Flood Resiliency

The Rice Road well field improvements proposed under this alternative is within the 1-percent or 100-year flood plain with a base flood elevation of 232 feet. The proposed location of the Schalmont High School water storage tank is located in the vicinity of Beckers Brook and a 100-year flood plain. All of the other improvements proposed under this alternative are not within a FEMA identified flood plain.

4.4.6. Schedule and Constructability

The construction of this alternative can occur with small sections of the distribution system taken offline and isolated so connections can be made to the existing water main. Additionally, the replacement sections of water main can be installed while the existing water main remains active; only once the replacement water main passes pressure testing and is disinfected the connections to the existing water main will be made and the existing water main will be decommissioned. The anticipated project schedule is as follows:

Design and Permitting	TBD
Submit plans and specifications for review:	TBD
Award bids	TBD
Construction start:	TBD
Construction completion:	TBD

4.4.7. Project Capital Cost

This cost opinion can be considered a Class 4 estimate as defined by American Association of Cost Engineers International (AACEI). Class 4 estimates are appropriate for study or feasibility purposes and typically prepared at the 5% design development level. This cost opinion carries a 20% contingency to account for cost aspects inherently undefined at the study phase of any project. Refer to Appendix I for a full itemized cost estimate.

Table 4-3: Estimate of Probable Cost, Alternative 3

Line Item	**Associated Cost**
Base Project Subtotal 2022	$14,003,000
Escalation to 2025 (6%/year)	$2,675,000
Contractor General Conditions (5%)	$834,000
Contingency (20%)	$3,502,000
Construction Subtotal Total	$21,000,000
Estimated Engineering, Legal, Administration (25%)	$5,300,000
Total Estimated Project Capital Cost	**$26,300,000**

4.5. Additive No. 1

This alternative includes the additive improvements for the distribution system within Water District No. 5 and at the Rynex Corners tank site in Water District No. 3. The proposed improvements in this alternative are depicted in Figure 4-1 and generally include:

- Approximately 440 linear feet of 24-inch water main, replacing the existing undersized 8-inch water main on Cedarlawn Avenue to the intersection with Roselawn Avenue
- Approximately 1,350 linear feet of 24-inch water main, replacing a section of 20-inch water main on Curry Road between Oaklawn Avenue and Cedarlawn Avenue
- Approximately 1,714 linear feet of 24-inch water main, replacing the existing undersized 8-inch water main on Roselawn Avenue
- Approximately 895 linear feet of 24-inch water main, replacing the existing undersized 8-inch water main on Oaklawn Avenue between Curry Road and Laura Street
- Approximately 9,536 linear feet of 24-inch water main to serve as a "looping" connection between the proposed 30-inch water main on Burdeck Street and connecting into the 5-corners area and being a redundant water main on Edgewood Avenue
- Approximately 2,055 linear feet of 24-inch water main, replacing the existing shallow 20-inch water main on Curry Road between Cedarlawn Avenue and Deforest Street, and including a CSX Railroad Crossing
- Approximately 255 linear feet of 16-inch water main, replacing the undersized 6-inch May Ave Tank distribution main
- One (1) Booster Pumping Station at the Rynex Corners Booster Pump Station;
- Twenty-one (21) 24-inch main line gate valves, with 9 existing main line gates valves being replaced
- One (1) 16-inch mainline gate valve;
- Twenty-eight (28) hydrant assemblies, including removing and replacing 12 existing hydrant assemblies
- One hundred twenty-eight (128) re-established water services

4.5.1. Impact on Existing System

The addition of the proposed water main connecting into the Burdeck Street water main and the five (5)-corners area would provide the Town with additional redundancy and flexibility within their system. The proposed upsizing of the May Avenue Water Storage Tank water main would allow for the higher flow through that area of the distribution system. The main replacement along Curry Road will extend the length of the 24-inch Curry Road transmission and convey water more efficiently to the eastern portion of the water system. The static pressure and fire flow results including the proposed improvements from the WaterCAD model are depicted in Appendix G and on Figure 4-2 and Figure 4-3.

4.5.2. Land Requirements

The land requirements for the installation of the proposed water main and replacement water main will be evaluated further during the design of this project, but it is likely that the Town will need to secure easements from residents if the water main cannot be placed within the right-of-way.

4.5.3. Environmental Impacts

4.5.3.1 Wetlands and Surface Waters

The proposed additive improvements for the distribution system are not located within 100 feet of any NYSDEC-mapped wetlands. The additive improvements intersect two NYSDEC-mapped streams including a tributary of Poentic Kill and a tributary to the Mohawk River. These streams are also mapped by the USFWS NWI. A wetland delineation will be completed during the project's design phase to identify the boundaries of wetlands and surface waters within the project area. Directional drilling of new water main may be utilized, if feasible, to avoid disturbances to wetlands and surface waters. Open-cut water main installation may result in temporary impacts to wetlands and streams within the project area.

4.5.3.2 Threatened and Endangered Species

According to the USFWS IPaC database, the project area is within the vicinity of the northern long-eared bat (Myotis septentrionalis- threatened), the karner blue butterfly (Lycaeides melissa samuelis- endangered), and the monarch butterfly (Danaus plexippus - candidate) for the project area. Additionally, the ERM reported that the project area is in the vicinity of rare plants and threatened or endangered animals, however, detailed species records were not provided. The project area is in the vicinity of one significant natural community, the pitch pine-oak forest at the Albany Pine Bush. A habitat assessment would be completed during the project's design phase in order to document potential suitable habitat for reported species throughout the project area.

4.5.3.3 Cultural and Historic Resources

Portions of the proposed distribution system improvements are within archaeologically sensitive areas. Additionally, buildings listed on or eligible for listing on the National Register of Historic Places are located adjacent to roadways where distribution system improvements are proposed. Coordination with SHPO will be completed during the project's design phase in order to ensure that potential impacts to archeological and historical resources are avoided.

4.5.3.4 Environmental Permit Summary

Disturbances to federally regulated wetlands or surface waters would likely require a Section 404 permit from the USACE and corresponding Section 401 Water Quality Certification from the NYSDEC. Disturbances to the bed or banks of state-protected streams would likely require an Article 15 stream disturbance permit from the NYSDEC. Additionally, if greater than 1-acre of ground disturbance is anticipated, then a NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities would be required.

4.5.3.5 Smart Growth

Refer to Appendix H, for the Smart Growth Assessment Form.

4.5.4. Permit Requirements

Under this alternative no improvements have been proposed to the well field so the (T) Rotterdam Water District No. 5 water withdrawal permit (DEC #4-4228-00294/00001; Facility Reporter ID: WWR0001335) permits the withdrawal of 12MGD from the Rice Road well site will not be modified under this alternative.

4.5.5. Storm and Flood Resiliency

The proposed redundant water main on Burdick Street and Edgewood Avenue was located within the area of Zone A with no base elevation and within the area of Zone AE with a base elevation of 231 feet. All of the other improvements proposed under this alternative are not within a FEMA identified flood plain.

4.5.6. Schedule and Constructability

The construction of this alternative can occur with small sections of the distribution system taken offline and isolated so connections can be made to the existing water main. Additionally, the installation of the replacement water main along Curry Road can occur while the existing main remains active; only once the replacement water main passes pressure testing and is disinfected the connections to the existing water main will be made and the existing 8-inch water main will be decommissioned. The anticipated project schedule is as follows:

Design and Permitting	TBD
Submit plans and specifications for review:	TBD
Award bids	TBD
Construction start:	TBD
Construction completion:	TBD

4.5.7. Project Capital Cost

This cost opinion can be considered a Class 4 estimate as defined by American Association of Cost Engineers International (AACEI). Class 4 estimates are appropriate for study or feasibility purposes and typically prepared at the 5% design development level. This cost opinion carries a 20% contingency to account for cost aspects inherently undefined at the study phase of any project. Refer to Appendix I for a full itemized cost estimate.

Table 4-4: Estimate of Probable Cost, Additive No. 1

Line Item	Associated Cost
Base Project Subtotal 2022	$15,049,000
Escalation to 2025 (6%/year)	$2,875,000
Contractor General Conditions (5%)	$896,000
Contingency (20%)	$3,764,000
Construction Subtotal Total	$22,500,000
Estimated Engineering, Legal, Administration (25%)	$5,700,000
Total Estimated Project Capital Cost	**$28,200,000**

5.0 SUMMARY AND COMPARISON OF ALTERATIVES

5.1. Feasible Alternatives Summary

Each of the alternatives and additive described above are feasible for replacing existing water distribution and transmission mains within the (T) Rotterdam system. The addition of a sixth well at the Rice Road well field location is feasible and will add flexibility and additional capacity that will allow the operators to take Well No. 5 out of service for maintenance while still meeting the system's demands.

5.2. Non-Monetary Factors

5.2.1. Compliance with Standards

The proposed low priority improvements of a fall arrest system to the May Avenue Water Storage Tank will make the tank compliant with OSHA standards. The proposed low priority improvements to the Helderberg Water Storage Tank, including the ladder failing to extend to the roof of the tank, compliant with current AWWA and OSHA standards. The proposed flow meters on each well discharge and water-to-waste line and the replacement of the existing transmission main flow meters is compliant with the 2018 Recommended Standards for Water Works (RSWW). The replacement of the existing inoperative control valves within the Well Houses and along Willow Street, Beverly Street, and Curry Road will make the well houses and distribution system compliant with 2018 RSWW section 3.2.7.3.

5.2.2. WTP Capacity

The addition of Well No. 6 will increase the capacity that Water District No. 5 can withdraw from the Great Flats Aquifer, but will remain within their current water withdrawal permit.

6.0 RECOMMENDED AND SELECTED ALTERNATIVES

6.1. Basis of Selection

Alternative No. 1 is the recommended and selected alternative as it will provide the operators with additional flexibility and capacity when operating their system. This alternative also includes the replacement of one of well field transmission mains that has exceeded its useful life and the operators have noted is leaking. The replacement of this line will reduce water losses along the transmission main. The replacement of the isolation valves along Willow Street, Beverly Street, and Curry Street will bring the Curry Road section of transmission main into compliance with RSWW section 3.2.7.3.

It is recommended that Alternative No. 2 and Alternative No. 3 are added to the comprehensive capital improvements plan that the Town of Rotterdam is currently drafting. While the improvements listed under Alternative No. 2 and Alternative No. 3 while prioritizing improvements with the Town and the operators, they will need to be addressed in the near future to optimize the capacity within the system and efficiency when operating the system. It is recommended that the Town considers including Additive No. 1 in the comprehensive capital improvements plan.

6.2. Opinion of Probable Cost

Alternative No. 1 is the recommended alternative including the installation of Well No.6 and Well House No. 6, the replacement of the West Campbell Street 20-inch transmission main with 30-inch transmission main, the replacement of 8-inch and 12-inch shallow water main with 16-inch ductile iron water main on Altamont Avenue, the installation of a connection on 12-inch Carman Road to the Whispering Pines areas, the replacement of the 8-inch water main with 12-inch ductile iron water main along Helderberg Avenue, all associated valves and hydrant, and inoperative isolation valves in the Curry Road and Willow Road area. It is estimated that the capital project cost in $32,931,805 in 2025 dollars.

7.0 PLAN OF FINANCE

7.1. Funding Opportunities and Rate Impacts

Several funding opportunities are available to ensure that the chosen alternative is affordable for system users. This project is eligible for funding through programs including the NYS Environmental Facilities Corporation (EFC) Drinkwater Water State Revolving Fund (DWSRF), EPA Water Infrastructure Finance and Innovation Act (WIFIA), and various programs under the NYS Consolidated Funding Application (CFA). User costs will vary depending on the amount of funding ultimately awarded to the Village for the project.

7.1.1. NYSEFC

The NYSEFC provides financing for projects involving needed drinking water infrastructure improvements. The DWSRF program through NYSEFC offers interest-free financing for 100% of eligible project costs for municipalities that qualify for hardship. Market-rate or subsidized financing (up to 50% reduced) are also available through the DWSRF if the municipality does not qualify for zero interest financing. In the event of severe financial hardship, municipalities are also eligible for hardship grants. Additionally, if at least 50% of the proposed infrastructure improvements costs or project scope services, protects, or benefits an identified Environmental Justice Area then the project can qualify for hardship funding. Hardship financing is awarded based on a municipality's median household income (MHI) and the DWSRF project scoring criteria. Through the DWSRF program, the Town is eligible for effective market rate financing, as the Town's MHI is above the state MHI. Refer to Appendix J for the Preliminary DWSRF Scoring Estimate.

7.1.2. USDA RD

The USDA Rural Development (RD) Water and Environmental Program (WEP) offers long-term, low-interest loans and grants for projects that involve the development or rehabilitation of vital infrastructure. Loans are offered with poverty, intermediate or market-rate interest, based on the municipality's MHI and poverty rates. However, the Town's population is too large and MHI is too high to qualify for funding under the USDA RD WEP.

7.1.3. EPA WIFIA

The water infrastructure finance and innovation act (WIFIA) provides financing for projects drinking water infrastructure improvements. The WIFIA program through the EPA offers financing for 49% of eligible projects at an interest rate equal to or greater than the US Treasury rate of similar maturity. The minimum size project for a small community of 25,000 people or less is $5M, while the minimum size project for a larger community is $20M. The total federal assistance of the proposed project cannot exceed 80% of the project's eligible costs.

7.1.4. Grants

Grants that the Town may be eligible for include:

- EFC WIIA Grant: The NYS EFC Water Infrastructure Improvement Act (WIIA) program provides grants to assist municipalities with water quality improvement projects which provide environmental or public health benefits. Projects eligible for DWSRF funding are considered eligible for WIIA grants. Funding is allocated up to a maximum of 60% of net project costs or $3,000,000, whichever is less, of combined DWSRF and WIIA grants over five (5) years.

Table 7-1: Funding Eligibility for Major Funding Programs

Program Name	Sponsoring Agency(ies)	Funding Type
Drinking Water State Revolving Loan Fund (Base Funding	New York State Environmental Facilities Corporation (NYSEFC)	
Water Infrastructure Finance and Innovation Act (WIFIA)	U.S. EPA	
Small Cities Community Development Block Grant Program (CDBG)	Housing and Community Renewal (HCR	Grants to $11,000,000 for public health projects; grants for $100,000 to $750,000 for projects creating jobs
Water Quality Grant Program	New York State Department of Conservation (NYSDEC)	Grants, variable dollars
Economic Development Waterfront Revitalization	Empire State Development; Appalachian Regional Commission	Grant program with local match

*Footnote.

7.2. Preliminary Funding Analysis

Estimates presented herein are based on the equivalent dwelling units (EDU), as required by the NYS Environmental Facilities Corporation (EFC), which may differ from the Town's typical assessment basis for debt service. The costs below represent estimates of cost to service the debt associated with the recommended alternative and potential funding opportunities through EFC and WIFIA. A preliminary funding analysis of each core funding program and grant opportunity for the Town of Rotterdam is included below.

7.2.1. NYSEFC Drinking Water State Revolving Fund (DWSRF) Program

The recommended CIP meets the eligibility criteria for the DWSRF program. Based on the scoring criteria listed in the 2022 Intended Use Plan, the project is estimated to receive DWSRF score of 60 points, which is under the 2022 subsidized rate funding line. It is anticipated that the project will likely receive market rate financing (2.25%). A preliminary scoring estimate is attached as Appendix J.

7.2.2. Water Infrastructure Finance and Innovation Act (WIFIA)

The proposed project meets the eligibility criteria for the WIFIS program and should quality for a 35-year loan with an interest rate equal or greater to the US Treasury rate of a similar maturity.

7.2.3. WIIA Grant

The project is eligible to apply for a WIIA grant through EFC. Based on the scope of the project, it may be eligible to receive up to 60% or $3,000,000 grant through WIIA. The maximum combined amount that can be awarded between the DWSRF and WIIA programs is $3,000,000.

7.3. Annual User Costs

Table 7-2 summarizes the estimated annual cost per EDU. The Town has remaining debt from the water tank installation in District No. 3. and Water District No. 5 has debt from the chlorination system and pipe improvement projects. The consumers within Water District No. 3 are charged a flat annual water consumption charge for unmetered consumption of $25 and an annual operations and maintenance charge of $668.87. The consumers within Water District No. 5 are charged a flat water consumption charge for unmetered consumption of $75 and an annual operations and maintenance charge of $157.89. The operations and maintenance charge to all consumers will be added to the resident's property tax bill each year. As no improvements were proposed in Water District No. 3 the users within that water district will not see an increase in their annual water bill. The users within Water District No. 5 will see an increase of $138.86 in their annual water bill. The cost could be reduced through the utilization of the funding opportunities discussed above.

Table 7-2: Water District No. 5 Annual Cost Summary-No Grant

Item	Value
Total EDUs	11,278.5
Existing Annual Debt Service	$226,651.71
Existing Annual Debt Service per EDU	$20.10
Total Net Annual Project Cost	$1,566,157.70
Total Net Annual Project Cost per EDU	$138.86
Annual Water Rate Increase per EDU	$138.86

Table7-3 summarizes the estimated annual cost per EDU if the Town were to be awarded the max amount of $3,000,000 in NYSEFC grants. In this scenario, the Town water system annual debt service would increase approximately $1,427,559.67, for an annual increase of $126.57 per EDU.

Table 7-3: Annual Cost Summary- Max EFC Grant

Item	Value
Total EDUs	11,278.5
Existing Annual Debt Service	$226,651.71
Existing Annual Debt Service per EDU	$20.10
Total Net Annual Project Cost	$1,427,559.67
Total Net Annual Project Cost per EDU	$126.57
Annual Water Rate Increase per EDU	$126.57

8.0 CONCLUSION

Following the completion of this report, the anticipated project schedule for the proposed rehabilitation project is outlined below:

Project Schedule Milestone Item	Schedule Date
Submit Engineering Report	June 17, 2022
DWSRF Project Listing	December, 2022
Environmental Review	January, 2023
Submit DWSRF funding application to NYSEFC	June, 2023
Close on Short Term Financing (DWSRF)	June, 2024
Submit Project Plans and Specifications for Review and Approval	January, 2025
Project Letting/Bidding Phase	March, 2025
Award Bids	April, 2025
Issue Notice to Proceed	May, 2025
Construction Start	July, 2025
Construction Completion	December, 2027

8.1. Next Steps

The following regulatory reviews and/or approvals of the rehabilitation project are anticipated and will be obtained during the project design phase:

- New York State Department of Health (NYSDOH) and NYS Environmental Facilities Corporation (EFC) – Engineering Report and Plan Approval
- State Environmental Quality Review Act (SEQRA) – The proposed rehabilitation project is potentially a Type I project, which may require additional SEQR review
- Anticipated Permits:
    - NYSDOT Utility Work Permit
    - Schenectady County DOT Utility Work Permit
    - NYS Thruway Crossing
    - Railroad Crossing Permit: CSX Railroad Crossing Permit, CP Rail Systems Permit
    - NYSDEC/USACE Joint Application for Permit (Wetlands and/or Stream Crossings)

REFERENCES

Department of Health. (n.d.). *State Sanitary Code, 10 NYCRR Part 5, Subpart 5-1.*

Great Lakes - Upper Missisippi River Board of State and Provincial Public Health and Environmental Managers. (2018). *Recommended Standards for Water Works.* Albany: Health Education Services.

Appendices

Appendix I
Cost Estimations

Barton & Loguidice

10 Airline Drive, Suite 200, Albany, New York 12205
Phone 518-218-1801

JOB	(T) Rotterdam Water System Improvements PER			
SHEET NO.	1	OF	1	
CALCULATED BY	OMH	DATE	8/25/2022	
CHECKED BY	RAR	DATE	8/25/2022	
DESC.	Estimated Project Cost - Alternative No. 1: High Priority Distribution System			

Item	Description	Quantity	Units	Unit Cost	Total
1	Well House and Well Pump for Well No. 6	1	LS	$4,300,000	$4,300,000
2	Furnish and Install 30-inch DIP Water Main and Appurtenances - Replacing existing Tranmission Main along W Campbell Road, Burdeck Street and N Thompson Street	9,890	LF	$900	$8,901,000
3	Furnish and Install 30-inch Butterfly Valves and Valve boxes	13	EA	$22,000	$286,000
4	Furnish and Install 20-inch Butterfly Valves and Valve Boxes - Replacement along Curry Road	3	EA	$12,000	$36,000
5	Furnish and Install 16-inch DIP Water Main and Appurtenances - Altamount Avenue	5,228	LF	$480	$2,509,440
5	Furnish and Install 16-inch Gate Valves and Valve boxes	7	EA	$7,500	$52,500
6	Furnish and Install 12-inch DIP Water Main and Appurtenances - Helderberg Avenue, Carmon Road	3,447	LF	$360	$1,240,920
7	Furnish and Install 12-inch Gate Valves and Valve boxes	2	EA	$7,500	$15,000
8	Furnish and Install 8-inch Gate Valves and Valve boxes	5	EA	$3,000	$15,000
9	Furnish and Install 6-inch Gate Valves and Valve boxes	2	EA	$2,500	$5,000
8	NYS Thruway 12-Inch DIP Crossing - 360 LF	360	LF	$425	$153,000
9	Furnish and Install Complete Hydrant Assembly	32	EA	$9,000	$288,000
10	Remove Existing Complete Hydrant Assembly	30	EA	$800	$24,000
11	Reestablish Water Services	115	EA	$800	$92,000
12	Clearing	NEC	LS	$25,000	$25,000
13	Restoration	18,565	LF	$9	$167,085
				Subtotal 2022	$18,110,000
				Escalation to 2025 (6%/yr)	$3,459,000
	Mob/Demob/General Conditions/Work Traffic Control			5.0%	$1,078,000
				Contingency 24.5%	$7,340,695
				Subtotal Construction Costs	**$29,987,695**
	Planning/District Formation/Funding/Engineering/Legal/Administrative			13.0%	$2,944,110
				Total	**$32,931,805**

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JOB	(T) Rotterdam Water System Improvements PER			
SHEET NO.	1	OF	1	
CALCULATED BY	OMH	DATE	6/16/2022	
CHECKED BY	RAR	DATE	6/16/2022	
DESC.	Estimated Project Cost - Alternative No. 2: Medium Priority Distribution System			

Item	Description	Quantity	Units	Unit Cost	Total
1	Furnish and Install 30-inch DIP Water Main and Appurtenances - Replacing existing Tranmission Main along Bluff Road, Gordon Road and Princetown and a	10,579	LF	$720	$7,616,880
2	Furnish and Install 30-inch Butterfly Valves and Valve boxes	14	EA	$22,000	$308,000
3	Furnish and Install 24-inch DIP Water Main and Appurtenances - Curry Road from Wallace Avenue and N Westcott Road, and Curry Road from N Westcott Road to Oaklawn Avenue	2,769	LF	$720	$1,993,680
4	Furnish and Install 24-inch Butterfly Valves and Valve boxes	4	EA	$12,000	$48,000
5	Furnish and Install 10-inch DIP Water Main and Appurtenances - Keator Drive	1,689	LF	$300	$506,700
6	Furnish and Install 10-inch Gate Valves and Valve boxes	14	EA	$6,000	$84,000
7	Furnish and Install Complete Hydrant Assembly	24	EA	$9,000	$216,000
8	Remove Existing Complete Hydrant Assembly	22	EA	$800	$17,600
9	Reestablish Water Services	210	EA	$800	$168,000
10	Clearing	NEC	LS	$25,000	$25,000
11	Restoration	2,769	LF	$9	$24,921
				Subtotal 2022	$11,009,000
			Escalation to 2025 (6%/yr)		$2,103,000
	Mob/Demob/General Conditions/Work Traffic Control			5%	$656,000
			Contingency	20%	$2,754,000
			Subtotal Construction Costs		**$16,500,000**
	Planning/District Formation/Funding/Engineering/Legal/Administrative			25%	$4,200,000
				Total	**$20,700,000**

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JOB	(T) Rotterdam Water System Improvements PER			
SHEET NO.	1	OF	1	
CALCULATED BY	OMH	DATE	6/16/2022	
CHECKED BY	RAR	DATE	6/16/2022	
DESC.	Estimated Project Cost - Alternative No. 3: Low Priority Distribution System and Water Storage Improvements			

Item	Description	Quantity	Units	Unit Cost	Total
1	Furnish and Install Helderberg Avenue Water Storage Tank Improvements	1	LS	$45,000	$45,000
2	Blast and Re-coat Interior and Exterior of the Helderberg Avenue Water Storage Tank	1	LS	$1,099,200	$1,099,200
3	Blast and Re-coat Interior and Exterior of the Hamberg Street Water Storage Tank	1	LS	$908,800	$908,800
4	Blast and Re-coat Interior and Exterior of the Elizabeth Street Water Storage Tank	1	LS	$908,800	$908,800
5	Blast and Re-coat Interior and Exterior of the Bernard Water Storage Tank	1	LS	$908,800	$908,800
6	Construction of 1 MG Glass Lined Steel Bolted Ground Water Storage Tank	1	LS	$1,200,000	$1,200,000
7	Furnish and Install 24-inch DIP Water Main and Appurtenances - Bernard Street, Wallace Avenue, Curry Road	7,341	LF	$720	$5,285,520
8	Furnish and Install 24-inch Gate Valves and Valve Boxes	10	EA	$55,000	$550,000
9	Furnish and Install 12-inch DIP Water Main and Appurtenances - District No. 5 Schalmont 1 MG Water Storage Tank Water Main	1,200	LF	$360	$432,000
10	Furnish and Install 12-inch DIP Water Main and Appurtenances - District No. 3 Rynex Corners 0.5 MG Water Storage Tank	2,091	LF	$360	$752,760
11	Furnish and Install 12-inch Gate Valves and Valve Boxes - District No. 5	4	EA	$7,500	$30,000
12	Furnish and Install 12-inch Gate Valves and Valve Boxes - District No. 3	3	EA	$7,500	$22,500
13	Furnish and Install Complete Hydrant Assembly	19	EA	$9,000	$171,000
14	Remove Existing Complete Hydrant Assembly	13	EA	$800	$10,400
15	Reestablish Water Services	127	EA	$800	$101,600
16	Furnish and Install Magnetic Flow Meters on Well Pump Discharge - Wells No. 1 - No. 4	4	EA	$10,000	$40,000
17	Furnish and Install Magentic Flow Meters on the Water-to-Waste pipe - Wells No. 1 - No.4	4	EA	$10,000	$40,000
18	Furnish and Install Venturi Flow Meters to replace the existing Venturi Flow Meters	2	EA	$30,000	$60,000
19	Furnish and Install VFDs on Well Pumps Well No. 1 - No. 4	4	EA	$100,000	$400,000
20	Furnish and Install 20-inch Gate Valves and Valve Boxes to replace existing Ross Valves	1	EA	$48,600	$48,600
21	Furnish and Install 24-inch Gate valves and Valve Boxes to replace existing Ross Valves	10	EA	$55,000	$550,000
22	Furnish and Install 12-inch Air Release Valve within Well House No. 1 - No. 3	3	EA	$5,000	$15,000
23	Furnish and Install 12-inch Check Valve within Well House No. 1 - No. 4	4	EA	$11,500	$46,000
24	Furnish and Install Improvements to the Water-to-Waste Outfall	1	LS	$6,000	$6,000
25	Electrical Allowance	1	LS	$250,000	$250,000
26	Clearing	NEC	LS	$25,000	$25,000
27	Restoration	10,632	LF	$9	$95,688
				Subtotal 2022	$14,003,000
				Escalation to 2025 (6%/yr)	$2,675,000
	Mob/Demob/General Conditions/Work Traffic Control			5%	$834,000
				Contingency 20%	$3,502,000
				Subtotal Construction Costs	**$21,000,000**
	Planning/District Formation/Funding/Engineering/Legal/Administrative			25%	$5,300,000
				Total	**$26,300,000**

Barton & Loguidice

10 Airline Drive, Suite 200, Albany, New York 12205
Phone 518-218-1801

JOB	(T) Rotterdam Water System Improvements PER		
SHEET NO.	1	OF	1
CALCULATED BY	OMH	DATE	6/16/2022
CHECKED BY	RAR	DATE	6/16/2022
DESC.	Estimated Project Cost - Additive No. 1		

Item	Description	Quantity	Units	Unit Cost	Total
1	Furnish and Install a Booster Pump Station for the Rynex Corners Water Storage Tank	1	LS	$500,000	$500,000
2	Furnish and Install 24-inch DIP Water Main and Appurtenances - Cedarlawn Avenue, Roselawn Avenue, Oaklawn Avenue, Curry Road	15,988	LF	$720	$11,511,360
3	Furnish and Install CSX Crossing	1	LS	$175,000	$175,000
4	Furnish and Install 24-inch Gate Valves and Valve boxes	21	EA	$55,000	$1,155,000
5	Furnish and Install 16-inch DIP Water Main and Appurtenances - May Ave Water Storage Tank	254	LF	$720	$182,880
6	Furnish and Install 16-inch Gate Valves and Valve boxes	22	EA	$42,000	$924,000
7	Furnish and Install Complete Hydrant Assembly	28	EA	$9,000	$252,000
8	Remove Existing Complete Hydrant Assembly	11	EA	$800	$8,800
9	Reestablish Water Services	128	EA	$800	$102,400
10	Furnish and Install Water Service	11	EA	$6,000	$66,000
11	Clearing	NEC	LS	$25,000	$25,000
12	Restoration	16,242	LF	$9	$146,178
				Subtotal 2022	$15,049,000
				Escalation to 2025 (6%/yr)	$2,875,000
	Mob/Demob/General Conditions/Work Traffic Control			5%	$896,000
			Contingency	20%	$3,764,000
				Subtotal Construction Costs	**$22,500,000**
	Planning/District Formation/Funding/Engineering/Legal/Administrative			25%	$5,700,000
				Total	**$28,200,000**

RESOLUTION NO. 132.23
TO AMEND THE EMPLOYEE HANDBOOK SECTIONS 510 AND 511

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby amends Section 510, page 500-7: Telephone/Cell Phone Usage of the Town of Rotterdam Employee Handbook, bullet point 8 to read as follows:
Use of Town issued cell phones will be subject to the Town of Rotterdam Acceptable Use Policy.

SECTION 2. The Town Board of the Town of Rotterdam hereby amends Section 511's title to: *Use of Electronic Resources.* Section 511, pages 500-8 through 500-10 is hereby amended to read as follows:
All employees of the Town of Rotterdam who use any Town provided electronic resources must agree to be bound by the attached Town of Rotterdam Acceptable Use Policy as a condition of employment. (Acceptable Use Policy pages 1-8 replace 500-8 through 500-10 in handbook here).

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

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: 3/22/2023

TO: Town Board

FROM: Henry Gerhard, I.T. Project Manager and Support Liaison

TITLE OF LEGISLATIVE REQUEST: Amend Employee Handbook and append all Town contracts with the Town Electronic Resource Acceptable Use Policy.

TO BE PLACED ON TOWN BOARD MEETING OF: 3/27/2023

Background Information: The Town's current Acceptable Use Policy needs updating and must be written to cover all users of the Town's electronic resources. Current policy is inadequate and covers Town employees only.

Evaluation/Analysis: All users of the Town's electronic resources, provided by the taxpayers, should be aware of and acknowledge reasonable and customary responsibilities of the use of such resources. This updated policy modernizes and fills gaps in existing policy.

Recommendation(s): Acceptance of and implementation of the policy as soon as possible.

Attachment/Document(s): Town of Rotterdam Acceptable Use Policy, proposed language changes to

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Changes Employee Handbook Section 510 (P. 500-7) #8 bullet point (as attached) and 511 (Pp. 500-8 - 500-10).

LEGISLATION WILL BE PREPARED BY: Henry Gerhard

Proposed Changes to Employee Handbook

Section 510, P. 500-7: ***Telephone / Cell Phone Usage***

Bullet point #8, currently: The use of Town issued cell phones is monitored to ensure no excessive or inappropriate use occurs.

Proposed change: Use of Town issued cell phones will be subject to the Town of Rotterdam Acceptable Use Policy.

Section 511 Pp. 508—10: ***Use of Communication Systems and Equipment*** *Policy adopted by Town Board Resolution on 2/27/18.*

Replace existing language with: **All employees of the Town of Rotterdam who use any Town--provided electronic resources must agree to be bound by the attached Town of Rotterdam Acceptable Use Policy as a condition of employment.**

510 Telephone / Cell Phone Usage

Guidelines – Telephone and cell phone usage must adhere to the following guidelines:

- An employee must answer promptly and speak in a clear, friendly and courteous tone.
- An employee must give the name of the department or office and one's own name. If the call is not for the employee who answers, the employee must transfer the caller to the correct party or take a message recording all pertinent information.
- If the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred.
- During office hours, each Department Head (or designee) is responsible for there being at least one employee in the department or office to answer telephones. If the department or office has a limited staff, arrangements must be made with another department or office for telephone coverage or an answering device must be in operation.
- An employee may make personal telephone calls, however, such calls should be limited in duration and frequency and must not interfere with the performance of the employee's job duties.
- Use of a cell phone for personal text messaging during work hours (excluding authorized breaks and meal periods) is prohibited.
- An employee may not make or receive personal calls on a Town provided telephone or cell phone that will result in additional charges to the Town, except in an emergency and/or with prior approval from the Department Head. The employee must reimburse the Town for the cost of the call.
- ~~The use of Town issued cell phones is monitored to ensure no excessive or inappropriate use occurs.~~
  Use of Town issued cell phones will be subject to the Town of Rotterdam Acceptable Use Policy.
- The use of a cell phone while driving on Town business must be in compliance with all applicable laws.
- Personal cell phones that are broken, damaged or lost during working hours will not be repaired, replaced or paid for by the Town.

511 Use of Electronic Resources
(Pages 1-8)

All employees of the Town of Rotterdam who use any Town provided electronic resources must agree to be bound by the attached Town of Rotterdam Acceptable Use Policy as a condition of employment.

Town of Rotterdam Acceptable Use Policy

1. PURPOSE

To better serve our constituents and provide our employees and other authorized persons (hereinafter, collectively, "users") with the best tools to do their jobs and Town-related functions, the Town of Rotterdam provides access to one or more forms of electronic media and services, including but not limited to: computers, software, printers, copiers, files, databases, cellular phones, pagers, email, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, intranet, and the Internet (hereinafter, collectively, "electronic resources").

The Town of Rotterdam encourages the use of these media and associated services because they can make communication more efficient and effective and they are valuable sources of information about vendors, technology, and new products and services. However, all users should remember that electronic media and services provided by the Town are **government property** and their purpose is to facilitate and support Town business. All Town users have the responsibility to use these resources in a professional, ethical, and lawful manner.

To ensure that all users are responsible, the following guidelines have been established for using the Town's electronic resources. No policy can promulgate rules to cover every possible situation. Instead, it is designed to express the philosophy of the Town of Rotterdam and set forth general principles when using electronic media and services.

2. AUTHORIZATION

Access to the Town of Rotterdam electronic resources is within the sole discretion of the Town. Generally, users are given access to the Town's electronic resources based on their job functions. Only users who will benefit from the use of the Town's electronic resources will be given access to the necessary technology. Additionally, users must successfully complete necessary Town-approved training before and after being given access to the Town of Rotterdam electronic resources.

3. SEPARABILITY

If there are any discrepancies between this document and applicable provisions of the Town of Rotterdam Employee Handbook or any applicable terms and conditions of the Bargaining Unit Agreements established between the Town of Rotterdam and the respective bargaining units representing the employees subject to those agreements, the Handbook and/or the Bargaining Unit Agreements shall prevail.

4. PROHIBITED COMMUNICATIONS

Electronic resources cannot be used for knowingly copying, transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing.
- Derogatory to any individual or group.
- Obscene, sexually explicit, pornographic, defamatory, or threatening.
- In violation of any license governing the use of software of any kind.
- Engaged in for any purpose that is illegal or contrary to the Town of Rotterdam policy or in a manner contrary to the best interests of the Town, in any way that discloses confidential or proprietary information of the Town or third parties, or for personal or pecuniary gain; or
- Protected by copyright law unless the user has the author's permission or is accessing a single copy only for the user's reference.

5. PROFESSIONAL CONSIDERATIONS

It is important to maintain a proper spirit and tone to communications when using electronic resources. The following guidelines are suggested:

- Make communications positive, constructive, complete, and factual.
- Don't write when angry and edit before sending.
- Be careful with humor; recipients can't see the user wink 😉.
- Always avoid sarcastic humor.
- Never use all caps—it's perceived as "SHOUTING!"
- Avoid belaboring disagreements in email—there is a time for face-to-face meetings.
- Always guide the recipient in responding by stating what is needed and by when.
- Pay attention to grammar and spelling, both to protect the user's own reputation and intelligence, and to avoid irritating recipients who are distracted by careless mistakes.

6. PERSONAL USE

The computers, electronic media and services provided by the Town of Rotterdam are for business use to assist users in the performance of their jobs and Town-related functions.

The Town assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communication transmitted over or stored on the Town's electronic resources. The Town accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any Town property. **The Town strongly discourages users from storing any personal data on any of the Town's electronic resources**.

7. ACCESS TO USER COMMUNICATIONS

Generally, electronic information created and/or communicated by a user using email, word processing, utility programs, spreadsheets, voicemail, telephones, Internet, and bulletin board system access and similar electronic media is not reviewed by the Town. However, the following conditions should be noted:

The Town of Rotterdam does routinely gather logs for most electronic activities or monitor user communication directly be it:

Telephone Use and Voicemail; Electronic Mail, Desktop Facsimile Use; Document Use, and Internet Use

The Town of Rotterdam reserves the right, at its discretion and without notice, to review any user's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other Town policies, or to investigate misconduct, to locate information, or for any other administrative purpose.

All users should understand therefore, that they should have no right or expectation of right to privacy with respect to any messages or information created or maintained on the Town's electronic resources, including personal information or messages. Accordingly, if they have sensitive information to transmit, they should use other means.

All messages sent and received, including personal messages, and all data and information stored on the Town's electronic resources are Town property regardless of the content. As such the Town reserves the right to access all its electronic resources including its computer, voicemail, and electronic-mail systems, at any time, in its sole discretion.

Passwords do not confer any right of privacy upon any user of the Town. Users are expected to maintain their passwords as confidential. Users must not share passwords and must not access the systems of other users without express authorization.

Finally, use of the Town's electronic resources may create records that are subject to the New York State Freedom of Information Law (FOIL) and must be maintained in accordance with the Retention and Disposition Schedule for New York Local Government Records (LGS-01).

8. THE INTERNET AND ON-LINE SERVICES

The Town provides authorized users access to on-line services such as the Internet. The Town expects that users will use these services in a responsible way and for business-related purposes only. Under no circumstances are users permitted to use the Town's electronic resources to access, download, or contribute to the following except as required for completion of assignments in furtherance of Town-related business:

- Gross, indecent, or sexually oriented materials
- Sports sites
- Job-search sites
- Entertainment sites
- Gambling sites
- Games, humor
- Illegal drug-oriented sites
- Personal pages of individuals; and
- Politically oriented sites or sites devoted to influencing the course of legislation or public policy.

Additionally, users must not sign "guest books" at Websites or post messages to Internet news groups, Social Media sites (excepting only users specifically authorized to post to Town established and maintained Social Media sites) or discussion groups at Websites. These actions will generate junk electronic mail and may expose the Town to liability or unwanted attention because of comments that users may make.

9. PARTICIPATION IN ON-LINE FORUMS

Users should remember that any messages or information sent on Town-provided facilities to one or more individuals via an electronic network—for example, Internet mailing lists, bulletin boards, and online services—are statements identifiable and attributable to the Town of Rotterdam.

The Town of Rotterdam recognizes that participation in some forums might be important to the performance of a user's job or Town-related function. For instance, a user might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

10. SOFTWARE

To prevent computer viruses from being transmitted through the Town's computer system and to ensure the Town's compliance with copyright requirements, downloading or installation of any unauthorized software is strictly prohibited. Only software registered through the Town of Rotterdam may be downloaded or installed. No user may load any software on the Town's computers by any means, unless authorized in advance by the Town of Rotterdam's designated information technology representative.

11. SECURITY/APPROPRIATE USE

Users must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by Town management, users are prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of other users or third parties.
- Hacking or obtaining access to systems or accounts they are not authorized to use,
- Using other people's logins or passwords; and
- Breaching, testing, or monitoring computer or network security measures.

No email or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to the Town's or other municipalities', or other companies', or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

The Town maintains an exhaustive system of programs and devices to ensure the safety and security of the Town's electronic resources. Any user found to be tampering with or disabling any of the Town's security devices will be subject to disciplinary action up to and including termination.

12. ENCRYPTION

Users may use encryption software supplied to them by the Town's designated information technology representative for the purposes of safeguarding sensitive or confidential business information. Users who use encryption on files stored on a Town

computer must provide their supervisor and the Town's designated information technology representative with a sealed hard copy record of all the passwords and/or encryption keys necessary to access the files. Town Management will designate a secure location and authorize access when necessary.

13. CONFIDENTIAL INFORMATION

The Town is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the Town and third parties' Confidential Information (CI). Therefore, users are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting CI on the Town's electronic resources.

CI should not be accessed through the Town's electronic resources in the presence of unauthorized individuals. Similarly, CI must not be left visible or unattended. Moreover, any CI transmitted via electronic resources should be marked with the following confidentiality legend:

"***CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.***"

14. VIOLATIONS

Any user who abuses the privilege of their access to the Town's electronic services in violation of this policy will be subject to disciplinary action, up to and including termination of employment, legal action, and criminal prosecution.

15. PROCEDURES

Procedures for accessing the Voicemail, Email, and Internet system, as well as the guidelines for how to properly send and retain information, may be obtained by contacting Town of Rotterdam's designated information technology representative.

The Voicemail/Email/Internet policies and procedures should be reviewed by each user on a semi-annual basis.

Questions concerning the use of the Voicemail/Email/Internet should be directed to the Town's designated information technology representative. Questions or concerns regarding the improper use of the system should be directed to the user's immediate supervisor, and if not satisfied with the response, to the Town's designated information technology representative.

16. USER AGREEMENT ON THE USE OF EMAIL AND THE INTERNET

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the Town's electronic services. I understand that I have no expectation of privacy while using any of the Town's electronic services. I am aware that violations of this guideline on appropriate use may subject me to disciplinary action, including termination from employment, legal action, and criminal prosecution. Furthermore, I understand that this policy may be amended at any time.

All the foregoing Acceptable Use Policy is subject to any applicable terms and conditions of the Bargaining Unit Agreements established between the Town of Rotterdam and the respective bargaining units representing the employees subject to those agreements, and any applicable provisions of the Town of Rotterdam's Employee Handbook. If any part of this policy is found to conflict with those documents when applicable, the bargaining unit agreement and/or Employee Handbook shall prevail without effect on the rest of the policy.

Town of Rotterdam Acceptable Use Policy

DATED: _____

EMPLOYEE	TOWN
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print Name and Title	Print Name and Title

RESOLUTION NO. 133.23

TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE CHANGE OF ZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO LIGHT INDUSTRIAL (I-1) ON A PORTION OF TAX PARCEL #47.00-8-13.5 KNOWN AS 676 MARIAVILLE ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from Multi-family Residential (R-3) to Light Industrial (I-1) request by Acorn Milton Self Storage LLC, on ±15.17 acres of a ±65.8-acre parcel. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8-13.5.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6NYCRR Part 617 SEQR.

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

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 15, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Declare Lead Agency on Change of Zone from Multi-Family Residential (R-3) to Light Industrial (I-1).
TOWN BOARD MEETING:	March 22, 2023
Background Information:	Acorn Milton Self Storage LLC (Owner) c/o Advanced Engineering & Surveying PLLC Nicholas Costa 11 Herbert Drive Latham, NY 12110 Change of Zone request by Acorn Milton Self Storage LLC on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1) to facilitate the construction of six (6) 12,000 square feet warehouse buildings plus four (4) 6,000 square feet warehouse buildings. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request.
Recommendation(s):	Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize the Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Long Environmental Assessment Form (LEAF).
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Re-zoning of a portion of the parcel located at 676 Mariaville Road		
Project Location (describe, and attach a general location map): 676 Mariaville Road		
Brief Description of Proposed Action (include purpose or need): Applicant is requesting that a portion of the existing parcel be Rezoned from the current zone, R3 Multiple Family zone to I-1, Light Industrial. The Rezone parcel is approximately 15.855 Acres. The parcel is owned by the applicant.		
Name of Applicant/Sponsor: The BDC Group	Telephone: 914 424 0359 E-Mail: cmarfione@thebdcgroup.com	
Address: 11 Hebert Drive, Suite 3		
City/PO: Latham	State: NY	Zip Code: 12110
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Town Board - Change in zone	February 2023
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Town Planning Board - Recommendation for Zone Change	February 2023
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☐Yes☑No		
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		
i. Coastal Resources. *i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No *ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No *iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? • **If Yes,** complete sections C, F and G. • **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1	☑Yes☐No
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	☑Yes☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☑Yes☐No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) If Yes, identify the plan(s): NYS Heritage Areas:Mohawk Valley Heritage Corridor	☑Yes☐No
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? If Yes, identify the plan(s):	☐Yes☑No

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R3- Multiple Family

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? I-1 Light Industrial District

C.4. Existing community services.

a. In what school district is the project site located? Schalmont School District

b. What police or other public protection forces serve the project site?
Town of Rotterdam

c. Which fire protection and emergency medical services serve the project site?
Town of Rotterdam Fire District #6

d. What parks serve the project site?
Carman Road Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Change in Zone

b. a. Total acreage of the site of the proposed action? 16.19+/- acres
b. Total acreage to be physically disturbed? 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 68.5+/- acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☑ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Industrial
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☐No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: na
- Saturday: na
- Sunday: na
- Holidays: na

ii. During Operations:

- Monday - Friday: na
- Saturday: na
- Sunday: na
- Holidays: na

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☑ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	15.47	15.47	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0.72	0.72	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	0	0	0

c. Is the project site presently used by members of the community for public recreation? ☐Yes☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes☑No
If Yes,
i. Identify Facilities:

_____
_____

e. Does the project site contain an existing dam? ☐Yes☑No
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

_____
_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☑No
If Yes:
i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____
_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____
_____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? over 10+ feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Howard gravelly silt loam	55 %
Phelps gravelly loam	11 %
Teel silt loam	21 %

d. What is the average depth to the water table on the project site? Average: 6+ feet

e. Drainage status of project site soils:
☑ Well Drained: 55 % of site
☑ Moderately Well Drained: 45 % of site
☑ Poorly Drained 0 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 876-99 Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA

m. Identify the predominant wildlife species that occupy or use the project site:
Rabbits, Squirrels, Deer, Raccoon, Mice
Birds,frogs

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐Yes ☐No

If Yes:

i. Nature of historic/archaeological resource: ☐Archaeological Site ☐Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑Yes ☐No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐Yes ☐No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐Yes ☐No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐Yes ☑No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐Yes ☐No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

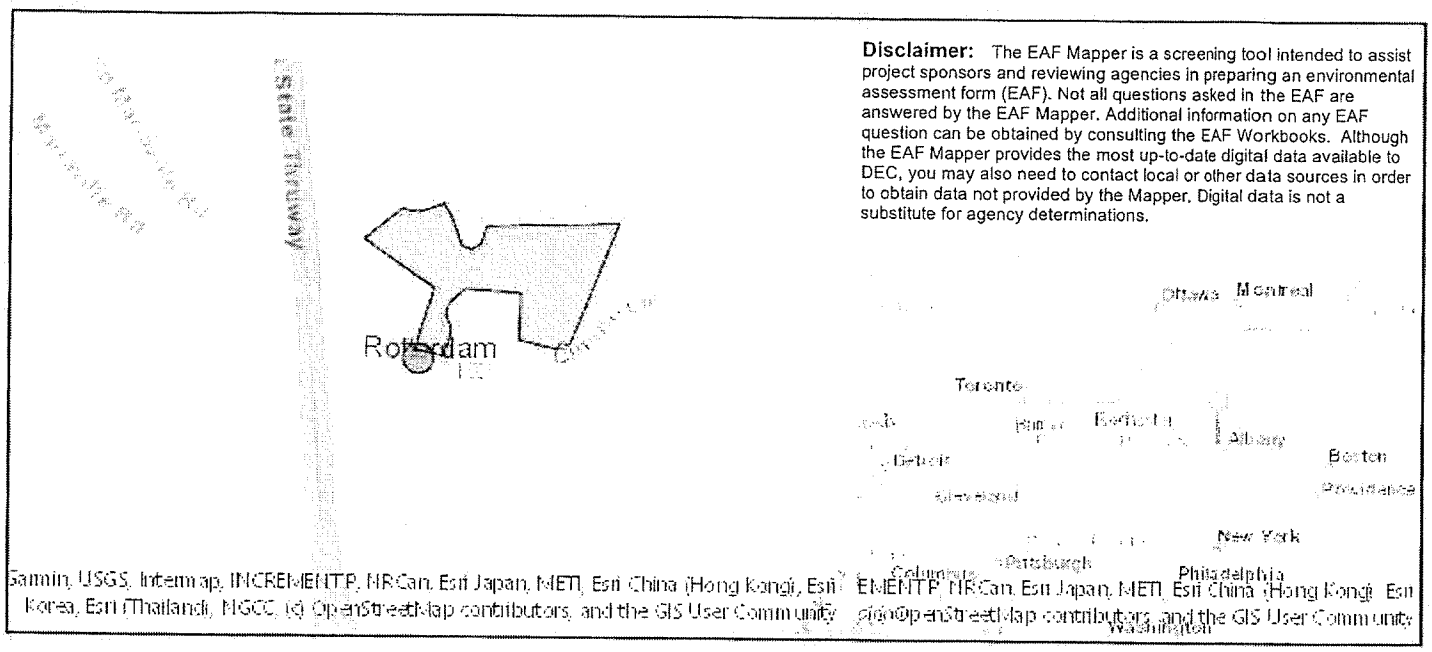
Applicant/Sponsor Name The BDC Group/Cosmo D. Marfione Date _____

Signature Cosmo D Marfione. Title _____

PRINT FORM

EAF Mapper Summary Report

Monday, January 30, 2023 9:11 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	876-99
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes

E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

RESOLUTION NO. 134.23

TO RECOGNIZE THE INTRODUCTION OF LOCAL LAW NO.___ OF 2023; CHANGE OF ZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO LIGHT INDUSTRIAL (I-1); ON A PORTION OF TAX PARCEL #47.00-8-13.5 KNOWN AS 676 MARIAVILLE ROAD AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby recognizes the introduction of Introductory Local Law No. ____ of 2023; a Change of Zone request from Multi-Family Residential (R-3) to Light Industrial (I-1).

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 12th day of April, 2023 for the following purpose:

> To recognize the introduction of Introductory Local Law ___ of 2023; a Change of Zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1), by Acorn Milton Self Storage LLC. Applicants would like to potentially construct up to six (6) 12,000 square foot warehouse buildings and four (4) 6,000 square foot warehouse buildings. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8-13.5.

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

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

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

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 15, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Call for a Public Hearing on Change of Zone from Multi-Family Residential (R-3) to Light Industrial (I-1).
TOWN BOARD MEETING:	March 22, 2023
Background Information:	Acorn Milton Self Storage LLC (Owner) c/o Advanced Engineering & Surveying PLLC Nicholas Costa 11 Herbert Drive Latham, NY 12110 Change of Zone request by Acorn Milton Self Storage LLC, on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1) to facilitate the construction of six (6) 12,000 square feet warehouse buildings plus four (4) 6,000 square feet warehouse buildings. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5.
Evaluation/Analysis:	Applicant would like to construct six (6) 12,000 square feet warehouse buildings plus four (4) 6,000 square feet warehouse buildings.
Recommendation(s):	Town Board should call for a Public Hearing to be held April 12, 2023.
Attachment/Document(s):	COZ application and materials, Planning Commission Report and Recommendation Resolution PC04-2023 and Planning Commission verbatim minutes from March 7, 2023.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2023
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

All requested information shall be provided and must be filled out in black ink or typed for photocopying purposes.

Application Fee **$650**

Existing Zone Classification: R3 Multiple Family District

Proposed Zone Classification: I-1 Light Industrial District

PART II
GENERAL INFORMATION

Legal Owner's Name: The BDC Group
Mailing Address: 11 Herbert Drive-Suite 3
City: Latham State: NY Zip: 12110
Daytime Phone: 914 424 0359 Fax

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Nicholas Costa - Advance Engineering & Surveying, PLLC

Mailing Address: 11 Herbert Drive
City: Latham State: NY Zip: 12110
Daytime Phone: 518 698 3772 Fax

Project/Proposal Site Area: (Acres or sq. ft.) 65.8+/- Ac. (16.19+/- Acres to be rezoned)
Assessor Tax Parcel No.(s) of Site: 47.-8.13.5

Adjacent Parcels Owned or Controlled: (Acres or sq. ft.) 3.88+/- Ac.
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled:
47.-8-13.4 (690 Mariaville Road)

Street Address of Proposed Site (if any): 676 Mariaville Road

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Existing parcel is vacant. The adjacent parcel was subdivided by the applicant and is currently under construction with a 3 story Climate Controlled building. Access and circulation drives have also been constructed

School District: Schalmont

Fire District: Fire District 6

Water Supply CW 500

Proposed Use of Property:

( ) **A1** One-family dwelling
( ) **A2** Two-family dwelling
( ) **B1** Multiple Dwelling (permanent occupancy)
( ) **B2** Multiple Dwelling (transient occupancy)
( ) **B3** Multiple Dwelling (senior citizen housing)
( ) **B4** Multiple Dwelling (adult residential care facility)

( ) **C1** Business
( ) **C2** Mercantile
(X) **C3** Industrial
( ) **C4** Storage
( ) **C5** Assembly
( ) **C6** Institutional
( ) **C7** Miscellaneous

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

The parcel is located on the north side of Mariaville Road with an address of 676 Mariaville Road. It also has frontage along Cimino Lane which is locared just to the east of the subject parcel. The NYS Thruway is located just to the West of the site of the subject parcel.

Name of Public Road(s) Providing Access: Mariaville Road (NYS Route) & Cimino Lane

Width of Property Fronting on the Existing Public Road in Linear Feet: 541+/-

Does the Proposal Have Access to an Arterial or Planned Arterial? ○ Yes ⊗ No

Name(s) of Arterial Road(s): Mariaville Road

A legal description of the proposed site must be attached: ⊗ Yes ○ No

A copy of the assessor's map of the proposed site must be attached: ⊗ Yes ○ No

A copy of the most current deed(s) of the proposed site must be attached: ⊗ Yes ○ No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N.A.

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The Mariaville Road corridor in this section is developed with a mix use of Commercial, Industrial & Residential development and this area is very convenient for traveling to multiple locations. This parcel is located on this corridor and it is very attractive to potential tenants that want to locate where access is facilitated.

UTILITIES

Proposed Source of Water:
- ⊗ Public System
- ○ Other, please describe _____
- ○ Individual Wells
- ○ Private Community System

Proposed Means of Sewage Disposal:
- ○ Public Sewer
- ◉ Septic Tank & Leachfield
- ○ Other, please describe _____

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

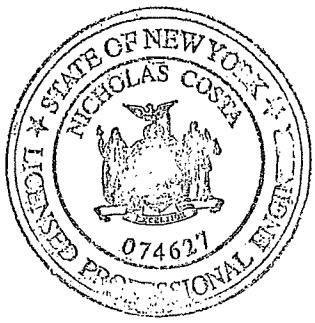
I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 02-08-23

Address: 11 Herbert Drive Phone: 518 698 3772

Latham, NY Zip: 12110

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE



****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Cosmo Marfione
Address: 11 Herbert Drive
Latham NY

Date:
Phone: 914 424 0359
Zip: 12110

Cosmo S Marfione
Signature of applicant or representative

2/8/2023
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Westchester)

SUBSCRIBED AND SWORN to before me this 8 day of February, 2023

NOTARY SEAL

Erin Daly
Notary Signature

Notary Public in and for the State of New York
Residing at: New York, NY
My appointment expires: 01-28-2027

ERIN DALY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6386531
Qualified in Westchester County
My Commission Expires ~~01-28-2023~~ 01-28-2027

PLEASE AFFIX NOTARY SEAL HERE

Advance Engineering & Surveying, PLLC

Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development
11 Herbert Drive
Latham, N.Y. 12110
Phone: (518) 698-3772
Email:ncostape@gmail.com

Nicholas Costa, PE

RECEIVED
FEB 09 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

DESCRIPTION FOR PROPOSED LOT 3

676 MARIAVILLE ROAD

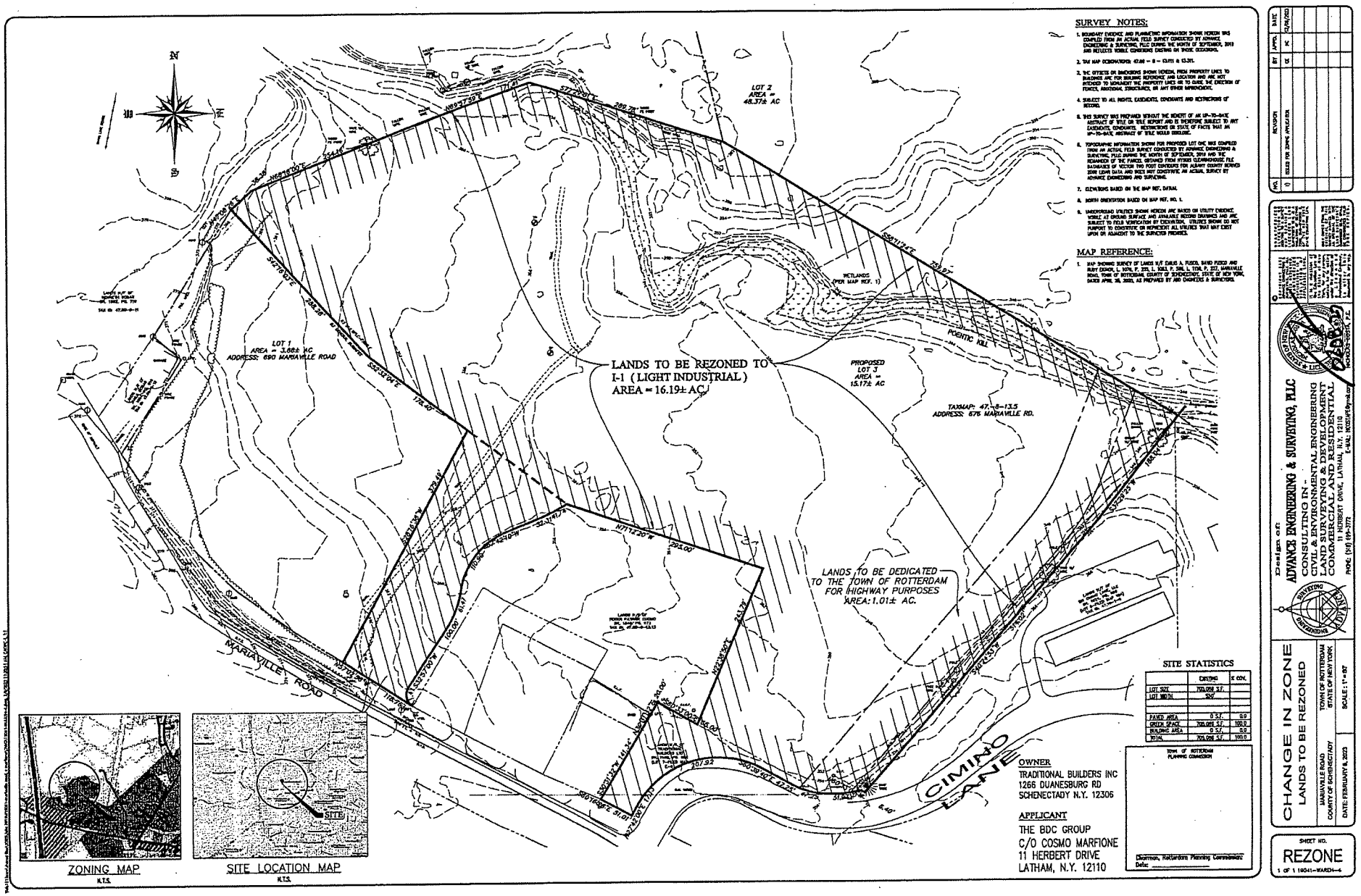
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Rotterdam, County of Schenectady, and State of New York, being a portion of Lot No. 2, as shown on a map entitled "676 Mariaville Road Subdivision, LTD., Street No. 676 Mariaville Road, Tax Id's: 47.00-8-13.111 & 13.311, Town of Rotterdam, County of Schenectady, New York", prepared by Advance Engineering & Surveying PLLC, dated August 31, 2020, last revised October 29, 2021 and filed in the Schenectady County Clerk's Office on December 20, 2021 as Map P – 167 and being more particularly bounded and described as follows:

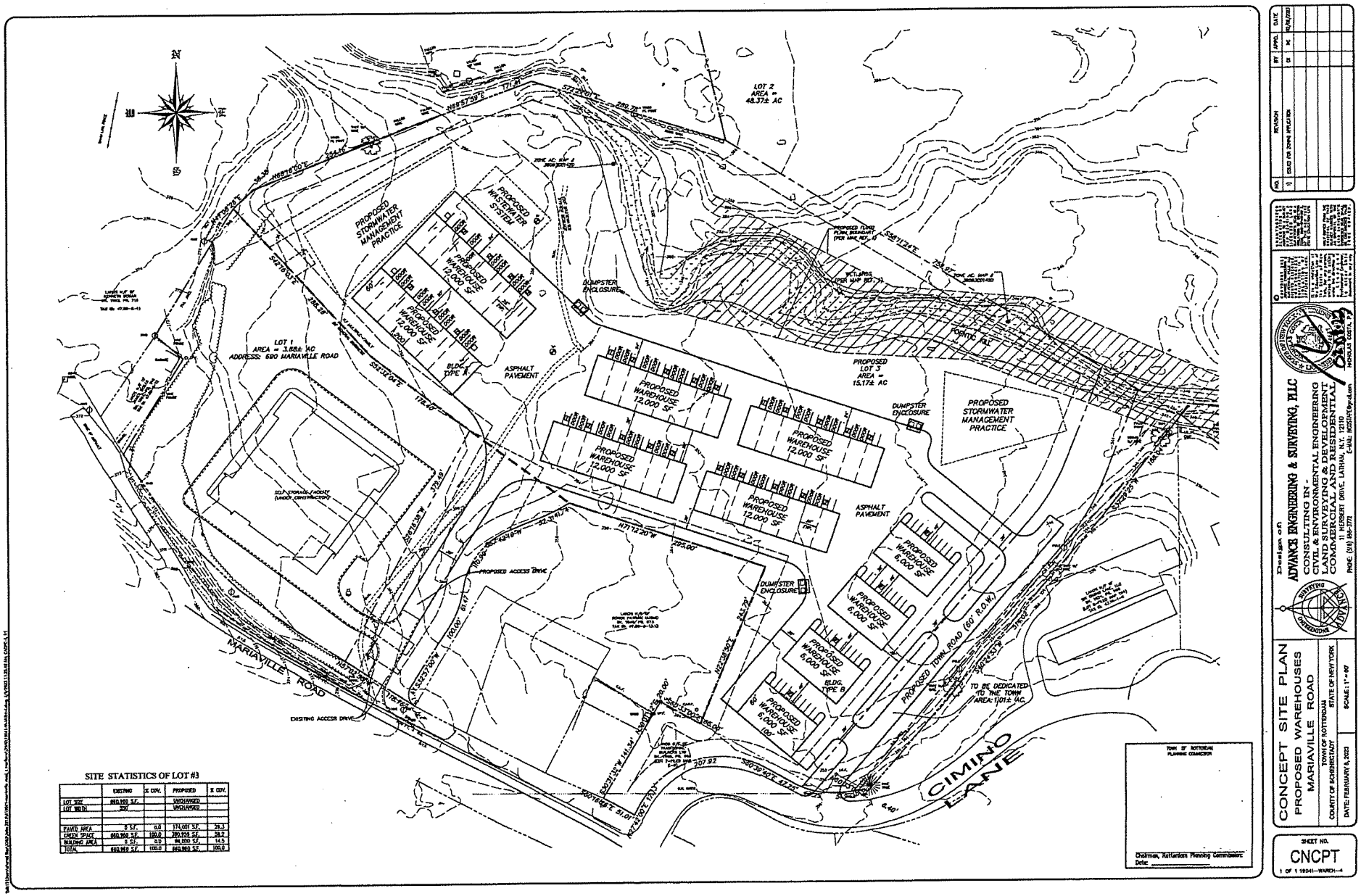
BEGINNING at the point of intersection of the division line the lands, now or formerly, owned by Stack N Stor Rotterdam LLC, as described in liber 2074 page 442, also being Lot No. 1 as shown on aforesaid filed subdivision map, on the west, and the lands, now or formerly, owned by Acorn Milton Self Storage, LLC, as described in liber 2073 page 683, also being Lot No. 2 as shown on aforesaid filed subdivision map, on the east, with the northerly boundary of Mariaville Road. Thence, from said point of beginning and along said division line on a bearing of N 28°16'23" E, a distance of 379.58 feet, to a point. Said point being the northeasterly corner of the aforesaid Lot No. 1. Thence, on a bearing of N 52°32'19" W, a distance of 178.40 feet, to a point. Thence, on a bearing of N 42°16'53" W, a distance of 288.25 feet , to the point of intersection of said division line with the easterly boundary of the lands, now or formerly, owned by Kenneth Bobar, as described in liber 1892 page 719. Said point of intersection also being the northwesterly corner of the aforesaid Lot No. 1. Thence, along said division line of Bobar, on the west and the herein described parcel, on the east, on a bearing of N 47°08'26" E, a distance of 38.38 feet, to a point. Thence, on a bearing of N 68°18'00" E, a distance of 254.16 feet to the point of intersection of the lands of Bobar, on the southwest, and the lands, now or formerly, owned by A. Joseph Fazzone and Susan Ann Gallo, as described in liber 1536 page 232, on the northeast, with the northwesterly boundary of the herein described parcel. Thence, along the boundary of the lands of Fazzone and Gallo, on a bearing of N 69°57'59" E, a distance of 171.41 feet, to a point. Thence, on a bearing of S 72°27'01" E, a distance of 289.78 feet, to a point. Thence, through the lands of Acorn Milton Self Storage, LLC, on a bearing of S 58°11'24" E, a distance of 759.97 feet, to a point being the northwesterly corner of a subdivision entitled "Subdivision of Lands of Frank Santoro, Cimino Lane, Final Subdivision Plan", made by Environmental Design Partnership, dated February 14, 1984 and filed in the Schenectady County Clerk's Office on August 20, 1984 in Drawer 64, Map 184. Said point also being the intersection of the northeasterly corner of the herein described parcel with the northwesterly corner of Lot No. 5 Cimino Lane, as described in liber 1820 page 697 and the northerly corner of Lot No. 6 Cimino Lane, as described in liber 1624 page 950. Thence, along the westerly division line of Lot No. 6, Cimino Lane, on a bearing of S 37°29'25" W, a distance of 188.04 feet, to a point. Thence, S 40°24'53" W, a distance of 514.02 feet to the point of

intersection of Lot No. 6, Cimino Lane with the northeasterly corner of Lot No. 7, Cimino Lane, as described in liber 1685 page 892. Thence, along the division line of the herein describe parcel and Lot No. 7, Cimino Lane, on a bearing of N 60°33'00" W, a distance of 51.07 feet to a point. Thence, on a bearing of S 30°27'00" W, a distance of 30 feet, to a point. Thence, on a bearing of N 60°33'00" W, a distance of 205.00 feet, to the point of intersection of the division line of the lands, now of formerly, owned by Roger Patrick Cuomo, as described in liber 1846 page 673, on the west, and the herein described parcel, on the east, with the northerly boundary of Lot No. 7, Cimino Lane. Thence, along said division line, on a bearing of N 22°38'50" E, a distance of 243.79 feet, to a point. Thence, on a bearing of N 71°12'20" W, a distance of 295.00 feet, to a point. Thence. on a curve to the right, having a radius of 250.00 feet, an arc length of 41.74 feet, a chord bearing S 62°55'20" W and a chord length of 41.69 feet, to a point. Thence, on a bearing of S 67°42'10" W, a distance of 52.31 feet, to a point. Thence, on a curve to the left, having a radius of 107.00 feet, an arc length of 110.90 feet, a chord bearing S 38°00'40" W and a chord length of 106.00 feet, to a point. Thence, on a curve to the right, having a radius of 143.00 feet, an arc length of 61.47 feet, a chord bearing S 20° 38'10" W and a chord length of 61.00 feet, to a point. Thence, on a bearing of S 32°57'00" W, a distance of 100.00 feet, to a point. Thence, on a curve to the left, having a radius 20.00 feet, an arc length of 31.42 feet, a chord bearing S 12°03'00" E and a chord length of 28.28 feet, to a point on the northerly boundary of Mariaville Road. Thence, along the northerly boundary of Mariaville Road, on a bearing of N 57°02'58" W, a distance of 118.74 feet, to the place or point of beginning, containing 16.19 acres of land, being more or less.

Being a portion the same premises conveyed to Acorn Milton Self Storage, LLC by Traditional Builders, LTD., by a deed dated December 3, 2021 and filed in the Schenectady County Clerk's Office on December 14, 2021 in liber 2073 page 683.

Subject to all exceptions, reservations, rights-of-ways, easements, covenants, restrictions and rights of record.


SURVEY NOTES:
MAP REFERENCE:
LANDS TO BE REZONED TO
I-1 (LIGHT INDUSTRIAL)
AREA = 16.19± AC.
LOT 1
AREA = 3.88± AC
ADDRESS: 690 MARIAVILLE ROAD
LOT 2
AREA = 48.37± AC
PROPOSED
LOT 3
AREA =
15.17± AC
TAXMAP: 47.-6-13.5
ADDRESS: 676 MARIAVILLE RD.
WETLANDS
(PER MAP REF. 1)
POENTIC KILL
LANDS TO BE DEDICATED
TO THE TOWN OF ROTTERDAM
FOR HIGHWAY PURPOSES
AREA: 1.01± AC.
MARIAVILLE ROAD
CIMINO LANE
SITE STATISTICS
OWNER
TRADITIONAL BUILDERS INC
1266 DUANESBURG RD
SCHENECTADY N.Y. 12306
APPLICANT
THE BDC GROUP
C/O COSMO MARFIONE
11 HERBERT DRIVE
LATHAM, N.Y. 12110
TOWN OF ROTTERDAM
PLANNING COMMISSION
Chairman, Rotterdam Planning Commission
Date:
ZONING MAP
N.T.S.
SITE LOCATION MAP
N.T.S.
SITE
Design of:
ADVANCE ENGINEERING & SURVEYING, PLLC
CONSULTING IN -
CIVIL & ENVIRONMENTAL ENGINEERING
LAND SURVEYING & DEVELOPMENT
COMMERCIAL AND RESIDENTIAL
11 HERBERT DRIVE, LATHAM, N.Y. 12110
PHONE: (518) 694-3773
E-MAIL: MORE@ADVANCE-ENGR.COM
CHANGE IN ZONE
LANDS TO BE REZONED
MARIAVILLE ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
DATE: FEBRUARY 9, 2023
SCALE: 1" = 60'
SHEET NO.
REZONE
1 OF 1 19041-WARDH-6



SITE STATISTICS OF LOT #3

	EXISTING	% COV.	PROPOSED	% COV.
LOT SIZE	665,902 S.F.		UNCHANGED	
LOT WIDTH	300'		UNCHANGED	
PAVED AREA	0 S.F.	0.0	171,001 S.F.	25.7
GREEN SPACE	665,902 S.F.	100.0	390,901 S.F.	58.7
BUILDING AREA	0 S.F.	0.0	96,000 S.F.	14.5
TOTAL	665,902 S.F.	100.0	665,902 S.F.	100.0

NO.	REVISION	BY	APPD.	DATE
1	ISSUED FOR TOWN APPLICATION	SI	JK	02/24/2023

Design of
ADVANCE ENGINEERING & SURVEYING, PLLC
CONSULTING IN -
CIVIL & ENVIRONMENTAL ENGINEERING
LAND SURVEYING & DEVELOPMENT
COMMERCIAL AND RESIDENTIAL
11 HERBERT DRIVE, LATHAM, N.Y. 12110
PHONE: (518) 888-7773 E-MAIL: MDOSTER@yahoo.com

CONCEPT SITE PLAN
PROPOSED WAREHOUSES
MARIAVILLE ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY STATE OF NEW YORK
DATE: FEBRUARY 6, 2023 SCALE: 1" = 80'

SHEET NO.
CNCPT
1 OF 1 19041--MARCH--4

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC 04-2023
Moved by Mrs. Flansburg seconded by Mr. Calder
Applicant: the BDC Group

Resolution Adopting a Report and Positive Recommendation on the Change of Zone Request by the BDC Group

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from the BDC Group ("Applicant") for a Change of Zone from Multi-Family Residential (R-3) to Light Industrial (I-1) for 15.17± acres of a 65.8± acre parcel owned by the BDC Group located at 676 Mariaville Road (Tax Map Parcel No. 47.-8.13.5); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on February 22, 2023 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its consultant, Advanced Engineering & Surveying, PLLC (Nick Costa) presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on March 7, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on March 7, 2023; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member Calder,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   The Change of Zone request concerns one parcel comprising a total of 65.8± acres located at 676 Mariaville Road, with additional frontage on Cimino Lane. The 15.17± acres of the parcel to be rezoned is currently zoned R-3. The property is surrounded by a mixed use of commercial, industrial and residential development. This area is very convenient for traveling to and from multiple locations.

   If rezoned to I-1, the following uses would be permissible:

Resolution Number PC 04-2023
Moved by Mrs. Flansburg seconded by Mr. Calder
Applicant: the BDC Group

Resolution Adopting a Report and Positive Recommendation on the Change of Zone Request by the BDC Group

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from the BDC Group ("Applicant") for a Change of Zone from Multi-Family Residential (R-3) to Light Industrial (I-1) for 15.17± acres of a 65.8± acre parcel owned by the BDC Group located at 676 Mariaville Road (Tax Map Parcel No. 47.-8.13.5); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on February 22, 2023 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its consultant, Advanced Engineering & Surveying, PLLC (Nick Costa) presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on March 7, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on March 7, 2023; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member Calder,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   The Change of Zone request concerns one parcel comprising a total of 65.8± acres located at 676 Mariaville Road, with additional frontage on Cimino Lane. The 15.17± acres of the parcel to be rezoned is currently zoned R-3. The property is surrounded by a mixed use of commercial, industrial and residential development. This area is very convenient for traveling to and from multiple locations.

   If rezoned to I-1, the following uses would be permissible:

- All nonresidential uses permitted as of right in the B-2 District.
- Dry-cleaning, carpet-cleaning and laundry facilities.
- Bottling plants.
- Bus barns and public garages.
- Car washes.
- Contractor shops and equipment storage yards.
- Creameries and milk plants.
- Kennels and veterinary hospitals.
- Laboratories for scientific or industrial research, testing and development.
- Lumberyards and building material sales yards.
- Machine shops.
- Mechanical, optical, photographic, scientific or electronic manufacturing conducted entirely within a completely enclosed building.
- Newspaper and printing establishments.
- Saw and planing mills.
- Trucking terminals, warehousing and distributing, provided that no outdoor storage of materials shall be permitted.
- Woodworking mills.
- Fuel-oil storage tanks.
- Wind energy facilities subject to the requirements of the Town of Rotterdam Wind Energy Facility Law

No allowable uses in the I-1 zoning district are allowable in the R-3 zoning districts.

Thus, the primary effect of a change of zone would be to eliminate all of the currently allowable uses for that portion of the parcel to be changed, while also adding all allowable uses of the I-1 zoning district.

The Applicant presented a description for their proposed lot 3 at 676 Mariaville Road depicting the potential construction of six (6) 12,000 square foot and four (4) 6,000 square foot buildings/warehouses. This also includes lands to be dedicated to the Town of Rotterdam for Town highway purposes and various stormwater management practices. The proposal would provide for two access points. The proposal would utilize an existing access point on Mariaville Road and build a new access point on Cimino Lane where the property has frontage. The proposal calls for multiple dumpsters with enclosures to handle garbage and debris onsite. The proposal proposed to utilize on-site wastewater treatment. The proposal would have access to public water.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the BDC Group Change of Zone request for the following reasons:

A. the property is in an area surrounded by similar uses, including warehousing and storage businesses.

B. The applicant is proposing to include adequate buffering and stormwater management so as not to disturb the repose of the two single-family residences most near the proposed warehouse.

C. Not all warehouses are proposed to be built at once and instead will be built per need for them reducing the impacts on neighboring properties.

D. The site is proposed to have two potential points of ingress and egress, one a shared access with the Stack n' Store on Mariaville Road and one new access road on Cimino Lane.

3. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

Member	Aye	Nay
Thomas Yuille	X	
Mark D'Alessandro	X	
Wayne Calder	X	
Clark Collins (Absent)		
Joseph Signore		X
Lynn Flansburg	X	
Joseph Miglucci		**X**

Peter J. Comenzo
Senior Planner

Thomas Yuille
Planning Commission Chairman

2. **The BDC Group – 676 Mariaville Road. Report and Recommendation to the Town Board on a Change of Zone of ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1) to facilitate the potential construction of six (6) 12,000 square foot and four (4) 6,000 square foot buildings/warehouses. Engineers: Advance Engineering & Surveying, PLLC.**

Chairman Yuille: Before we do this report and recommendation, let me explain something because at the last time we had one of these, I didn't let the people speak and people were concerned because they sat there. This is not a public hearing so we are not going to entertain comments from the public. This is a report and recommendation from the Planning Commission to the Town Board to find out how we feel about this. Again, this is a recommendation. They do not have to follow it. Sometimes they follow them, sometimes they don't. So, this is not a recommendation that is binding on them. I just wanted to be sure everyone understands.

Mr. Costa: Good evening, Nick Costa from Advanced Engineering and Surveying. We prepared the application for the BDC Group for this request to change this portion of the parcel to Industrial-1. This is a parcel that BDC Group owns. It's a little more than 65 acres and I'm going to switch over to this map to show the entirety of what they own and over in this corner is where they are currently under construction for the climate control building. It's pretty far along now.

Chairman Yuille: It's on a separate parcel?

Mr. Costa: It is on a separate parcel and that will remain, we are not requesting to change the zone for this but it is part of what they own and this is Parcel #1 which the Board has seen before, the Planning Commission has seen before and approved and it's under construction. What they would like to do on this portion, which is Parcel #3, they would like to develop some flex space buildings and it's currently zoned Multiple Family so that is not allowed and that is why we are requesting the change in zone. The rest of the parcel back here will remain, in the future, it will be developed per the zone that it is.

So, over in the lower right-hand corner of the map, it does show the zoning map and it does distinguish the spilt zone that this parcel currently has. So, what we have outlined in red here is the portion of the parcel they are requesting the change in zone. I also have another map here that has an expanded view of the proposal that they would develop on this parcel, if the zone is changed. I also have a bird's eye view perspective of the buildings that would be built in that area. Obviously, all of that we would come back and have to go through site plan approval. What we are here tonight for is to request zoning, and I understand that this Board is only making a recommendation to the Town Board for the rezone of this portion of the parcel that they own.

If there are any questions, I would be more than happy to answer them.

Chairman Yuille: Peter, I've got two (2) different descriptions here. On one of my descriptions, it says after the four (4) 6,000 square foot warehouses it says plus or minus 1.1 acres of land to be dedicated to the Town of Rotterdam. Is that part of this that we are looking at?

Mr. Comenzo: I guess Nick can explain that to you.

Mr. Costa: What we are asking for is the rezoning of the parcel. When we come back for the site plan, a portion of it, that 1.18 acre will be dedicated. It would be a parcel that would have a road built onto it that is Town specifications and then it would be conveyed over to the Town. That is the intent.

Mr. Comenzo: At this point, it's very conceptual so that hasn't been discussed with either the Town Board and obviously would not be discussed until site plan was submitted.

Ms. Heinel: So, it's irrelevant...

Mr. Comenzo: It's irrelevant....

Mr. Costa: For tonight, it is irrelevant. With me tonight is also Colton Hill, who is a representative of the BDC Group and also very actively located on the site most of the time, the portion that is being constructed.

Chairman Yuille: I see that storage unit when I go back, and it is a very impressive building.

Mr. Costa: It's starting to take shape and it looks good.

Chairman Yuille: Are you finished?

Mr. Costa: Yes, I am.

Chairman Yuille: Let me see if anyone else has questions. Mr. Calder?

Mr. Calder: Just curious, I couldn't hear you, the back portion what did you say about that?

Mr. Costa: That will remain for future development and that is zoned multiple family.

Mr. Calder: Future development not by you?

Mr. Costa: Potentially, yes, they own the entirety of the 65 plus acres.

Mr. Calder: Future development possibly by them or someone else?

Mr. Costa: Yes.

Chairman Yuille: Just to give you a little history, this was owned by another developer and had a condominium development set up for it. Originally this other developer was going to construct a commercial building to go where the stack and store is and condominiums in the back. Then because there wasn't a sewer line on Mariaville Road and it was going to be too expensive to run the sewer line down and he didn't want to get into putting 127 septic systems in there.

Mr. Costa: That is one of the reasons that is holding that remaining portions of the site from being development because of the lack of sewers.

Mr. Calder: Thank you. That's all that I have.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: I'm just curious, the four (4) 6,000 square foot building that are "Inaudible" how close are they to the nearest houses? Do you have any idea?

Mr. Costa: I can certainly give you an approximate distance. About 150-160 feet. That would be on the other side of the town road that will be built there.

Mr. D'Alessandro: That's all that I have, Mr. Chairman.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: If you could just walk me through it now that you have a colorful map versus what I have, it just says that 15.17 acres of the 65.8 are from Multi-Family R-3 to I-1. Show me which one that is, the front one that is bumped out?

Mr. Costa: This portion right here is currently zoned B-2, General Business. The zoning line we want here.

Mrs. Flansburg: And everything in front is B-2?

Mr. Costa: That's correct.

Mrs. Flansburg: And everything in the back is R-3?

Mr. Costa: Yes.

Mr. Comenzo: So, he's not showing you, I think she is looking for an overall map of the entire 65 acres. That is what you are looking for, right?

Mrs. Flansburg: Yes, so I can figure out, you're still trying to leave the majority of its R-3?

Mr. Costa: That is correct.

Mrs. Flansburg: All the future development part? So, you're just really going from Business to Light Industrial.

Mr. Costa: I don't mean to mislead you. There is another zone. There is a zone line right about here that changes to agricultural, the back portion of it.

Mrs. Flansburg: So, the middle R-3 is like the buffer…

Mr. Costa: Yes, the transition.

Mrs. Flansburg: Or the industrial to the agricultural.

Mr. Costa: Right.

Mrs. Flansburg: That is all that I have, Mr. Chairman.

Chairman Yuille: Mr. Signore, any questions?

Mr. Signore: No.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: No.

Chairman Yuille: Clear up one thing, you have ten (10) warehouses, they are not going to build all ten (10) warehouses and they are going to build them as demand.

Mr. Costa: That's correct.

Chairman Yuille: Maybe put up a spec warehouse?

Mr. Costa: That's correct.

Chairman Yuille: They are not going to build all ten (10)?

Mr. Costa: No, that would require some…

Chairman Yuille: And that road that goes into the stack and store was, when we originally approved that, that road was going to be used for a common entrance for whatever went back there.

Mr. Costa: That's correct.

Chairman Yuille: I know that we had looked at one thing about having condos or apartments and then he changed his mind on that.

Mr. Costa: In fact, the Stack and Store comes off this drive and it comes in off this common drive that eventually will be extended.

Chairman Yuille: So that portion that is all in green is all that, the whole 65.8 acres?

Mr. Costa: Yes, that is correct.

Chairman Yuille: Which abuts against, I believe the Town has 30 acres on the other side.

Mr. Costa: I believe so.

Chairman Yuille: It abuts against it, I think.

Mrs. Flansburg: So, the Cimino apartments is the only residential, for lack of a better word, place near it?

Mr. Costa: There are a couple on the front.

Mrs. Flansburg: Single family or building?

Mr. Costa: Single family.

Chairman Yuille: There may be one or two across the road.

Mrs. Flansburg: On Cimino?

Chairman Yuille: No, they are not on Cimino, they are on Mariaville. Cimino has apartments in the beginning and then they have the original complex in the back. Those are all apartments.

Does anyone else have any questions on the Board?

Mr. Signore: What is the distance between any house and the closest storage container to that house?

Mrs. Flansburg: That was to the apartment building.

Mr. Signore: He has houses on Mariaville Road, right?

Mr. Costa: About 150 feet. This is the closest one.

Chairman Yuille: Now that is not colored in green so, I assume that that property belongs to the houses in the front?

Mr. Costa: Yes, this is not owned by the BDC Group.

Chairman Yuille: Anything else, Mr. Signore?

Mr. Signore: No.

Chairman Yuille: Ms. Heinel?

Ms. Heinel: Can you speak to, I know that we talked about the single-family homes and the apartments near there, can you talk about the wider view of what is around this area in terms of businesses, homes, recreation, what is going on around that area that would make this fit in that zone?

Mr. Costa: This is a facility that does recycling and some other, it's another business. Out in the front here you have a mix of, there is actually a proposal tonight for warehousing and there is already some office and warehouses along there. Not too far down the road is the intersection where Stewart's is located. I think there is a mix of uses along Mariaville Road and right across, I don't remember the name, but there is another warehouse that is right across.

Chairman Yuille: It's a trucking company.

Mr. Costa: It's Dagan, they relocated.

Chairman Yuille: On the other side of the railroad bridge is a Capital District Byproduct that is sawdust and grind log and bring sawdust in and sell it.

Mr. Costa: Yes, they package it.

Chairman Yuille: And then you have the old Fuez Manufacturing there and there is a liquor store down the road.

Mr. Costa: The liquor store is right across from when we were in front of the Board last year with the 681, the forklift.

Ms. Heinel: And you've got the single-family houses there in the front. You'd be a couple of items, how would you buffer those single-family homes from the proposed additions to this property, which would include runoff from the increase in impervious surfaces and things like that.

Mr. Costa: So, for stormwater mitigation, the site, any stormwater that gets generated on this site will be directed towards stormwater management areas that will be at the rear. Because everything is sloping towards the, I'm sorry I can't pronounce, Poentic Kill, so everything is going towards the rear of the site. As far as screening to the rear of the homes, would address that with some berming and some landscaping that we would design as we go through the site plan review. We have shown some landscaping, but again during the detailed design, we would address that further.

Ms. Heinel: Thank you.

Chairman Yuille: Mr. Comenzo anything to add?

Mr. Comenzo: No, Mr. Chairman.

Chairman Yuille: At this point, I will entertain a motion for a recommendation to the Town Board. Please include the person that makes the motion, whether it's a positive or negative motion.

Mrs. Flansburg: Mr. Chairman, I make a motion that the Rotterdam Planning Commission make a positive recommendation for the change of zone.

Chairman Yuille: Motion made by Mrs. Flansburg. Is there a second?

Mr. Calder: I second the motion.

Chairman Yuille: Motion seconded by Mr. Calder. Are there any questions on the motion? Please call the vote.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Calder?

Mr. Calder: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: I'm going to abstain on this.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: I'm going to abstain also.

Ms. Heinel: Can I just clarify with the members of the board why you are abstaining?

Mr. Signore: I'm just a little reluctant because of the proximity of the homes to the storage.

Ms. Heinel: Then well that would be a no vote. That would not be an abstention.

Mr. Signore: No.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: I'm going to vote no too. I have the same question.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

So that is a four to two vote and the motion carries. That will be sent to the Town Board. I don't know when that meeting is, but I believe it's in April.

Mr. Comenzo: I guess depending on when the minutes are prepared and the resolution. It will be either two (2) weeks from now or the following meeting.

Ms. Heinel: There's the end of March meeting and then there is the beginning of April meeting.

Chairman Yuille: If you were here tonight with a comment, that is the place that you go to make your comment about the change of zone. The only ones that can change the zone on a piece of property in the Town of Rotterdam is the Town Board. We do not have the authority to do that.

Mr. Costa: Thank you.

Chairman Yuille: Thank you.

RESOLUTION NO. 135.23

TO ACCEPT AND AWARD BID FOR ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Tuesday, March 7, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

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 to purchase One (1) New Pak Mor R100C Smooth Side 20yd Body for the Town of Rotterdam to Hacker's Packers Inc., located at P.O. Box 178, Harpursville, NY 13787, in an amount not to exceed sixty-four thousand, six hundred thirty-four and 00/100 ($64,634.00) dollars, at the mutual consent of both the Town and Hacker's Packers Inc.

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

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

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 8, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	To Accept and Award Bid for One (1) New Pak Mor R100C Smooth Side 20yd Body
TOWN BOARD MEETING:	March 22, 2023
Background Information:	The Town Board called for bids for One (1) New Pak Mor R100C Smooth Side 20yd Body on March 7, 2023.
Evaluation/Analysis:	Proper Bidding Process
Recommendation(s):	Award bid for One (1) New Pak Mor R100C Smooth Side 20yd Body to Hacker's Packers Inc., P.O. Box 178 Harpursville, NY 13787, as they were the only bidder.
Attachment/Document(s):	Bid Results
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law 103 and Town Purchasing Policy
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

BID FOR ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY-2023

BID FOR:ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY
DATE OF TB MTG. & RESOLUTION #: 2/22/2023 RES#102.23
DATE BID PACKETS BECOME AVAILABLE: Bidnet 2/24/2023

DATE PUBLISHED IN NEWSPAPER: 2/25/2023
DATE & TIME BIDS TO BE OPENED:March 7, 2023 @ 10:00 AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	3/2/23-Mailed In Opened 3-7-23	DMM/ MG	Hackers Packers Inc.	P.O. Box 178 2304 Route 7 Harpursville, NY 13787	R.Brent Hacker	607-693-2064		$64,634.00	Bid packet attached

Town of Rotterdam

Request for Bids

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

Bid Opening:

Tuesday, March 7, 2023

@ 10:00 A.M.

TOWN OF ROTTERDAM

BID FORM

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

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

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

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

Signature

HACKER'S PACKERS INC
Name of Company or Corporation

PO BX 178
Address

HARPURSVILLE N.Y. 13787
City State Zip

Town of Rotterdam

Chlorine Gas

Detailed Specifications

New Pak Mor R100C Smooth Side 20yd Body Specification:

Qty	Description
1	• New Pak Mor R100C Smooth Side 20yd Body • Standard Body for 138" CA • 2.0 cu yd Loading Hopper • 4" Pack & Sweep Cylinder • Hot Shift PTO for Automatic • 29 GPM Pump • 49Gal Frame Mounted Oil Reservoir • 4 Light Strobe System- MTD on 4 corners of Body • 2 Hopper Lights • Buzzer System • Power Shut off Switch • Rear view Camera • Installed & Painted White The Town of Rotterdam will supply a clean & obstruction free Chassis for installation. Bidder agrees to deliver all products and services within 120 days from the awarded Bid date. **NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.**

PO Box 178 Harpursville, NY 13787
Phone: 607-693-2064 Fax: 607-693-3520
Email: Hackersales@echoes.net

PRESENTATION FOR Town of Rotterdam
Bid Mar 7, 2023
PAKMOR R100C-20YD

For the following Solid Waste Removal Equipment

- ☒ REAR LOAD PACKER
- ☐ FRONT LOAD PACKER
- ☐ HOOKLIFT SYSTEM
- ☐ ROLL OFF SYSTEM
- ☐ RECYCLING EQUIPMENT
- ☐ COMPACTORS
- ☐ CONTAINERS
- ☐ BALERS

HACKER'S PACKERS INC.
PO Box 178, Rt. 7, Harpursville, NY 13787
NY4040269
(607) 693-2064 • FAX: (607) 693-3520
Specialists in Refuse and Recycling Equipment.

February 28, 2023

Town of Rotterdam
1110 Sunrise Blvd.
Rotterdam, NY 12306

New & Unused Pak Mor R100C **$ 64,634.00**

- 20 Cu yd.
- 4" Pack & Sweep Cylinders
- Hot Shift PTO for Automatic
- 29 GPM Pump
- 49-Gal Frame Mounted Oil Reservoir
- 2 LED Hopper Lights
- 4 Light Strobe System (each corner of body)
- Buzzer System
- Power Shut off Switch
- Rearview Camera
- Installed and Painted White at Our Shop

Hackers will remove Old Body & Dispose of it at NO Charge.

A clean truck frame without obstruction is assumed in this pricing. Any modifications
will be at the customers expense with notification prior to work being done.

Thank you

Brent Hacker
Hackers Packers Inc.

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 Firm: HACKER'S PACKERS INC

Signed by: R. BRENT HACKER Title: PRES.

Signature: _____ Date: MARCH 7 2023

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

Resolved that BRENT HACKER be authorized to sign and submit the bid or proposal of this corporation for NEW PARKMOR 10 C PACKER Body 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 HACKERS' PACKERS corporation at a meeting of its board of directors held on the 6TH day of FEB, 2023

(SEAL OF THE CORPORATION)

Joan L Hacker Sec-Treas

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Hacker's Packers, Inc

Signed by: Joan L Hacker Title: Sec-Treas

Signature: Joan L Hacker Date: 3-1-23

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 7, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. March 7, 2023** 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

12. The Town Board of the Town of Rotterdam reserves the right to 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 shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

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

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

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

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

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

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

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

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 136.23

TO ACCEPT BID AND AWARD CONTRACT FOR HIGHWAY MATERIALS: CONCRETE BLOCKS, CAPS, MANHOLE GRATES & FRAMES

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Monday, March 6, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

CONCRETE BLOCKS, CAPS, MANHOLE GRATES & FRAMES

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 Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames for the Town of Rotterdam to Chemung Supply Corp., located at 2420 Corning Road, Elmira, NY 14903, not to exceed the amounts pursuant to the attached schedule.

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

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

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 8, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	To Accept Bids and Award Contracts for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames
TOWN BOARD MEETING:	March 22, 2023
Background Information:	The Town Board called for bids for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames on March 6, 2023.
Evaluation/Analysis:	Proper Bidding Process
Recommendation(s):	Accept Bid and Award Contract for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames to Chemung Supply Corp.
Attachment/Document(s):	Bid Results
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law 103 & Town Purchasing Policy
LEGISLATION WILL BE PREPARED BY:	Town Attorney

BID FOR RFP CONCRETE BLOCKS, CAPS, MANHOLES GRATES FRAMES-2023

BID FOR:Highway Materials:Concrete Blocks, Caps, Manhole Grates & Frames
DATE OF TB MTG. & RESOLUTION #: Febraury 8, 2023-Res#83.23
DATE BID PACKETS BECOME AVAILABLE: February 10,2023 BIDNET

DATE PUBLISHED IN NEWSPAPER: February 11, 2023
DATE & TIME BIDS TO BE OPENED: March 6, 2023 @ 10:00AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	Bidnet	DMM/ MG	Chemung Supply Corp mmenner@chemungsupply.com	2420 Corning Road Elmira, NY 14903	Mike Menner	607-733-5506		Bid packet attached	

	Chemung Supply Corp.
HIGHWAY MATERIALS	UNIT COST/DEL COST
6" CATCHBASIN STRETCHER	NB
6" CATCHBASIN CORNER	NB
CONCRETE BLOCK 8" x 8" x 18" REGULAR EACH	NB
CAPS 4" x 8" 18" EACH	NB
MANHOLE BLOCK 6" x 4" EACH	NB
MANHOLE BLOCK 6" x 5" EACH	NB
MANHOLE BLOCK 6" x 6" EACH	NB
MANHOLE FRAMES AND GRATES 26" x 26" EACH	$624.00
MANHOLE FRAMES SQUARE RISERS:	
26 1/4" X 26 1/4" X 1	$247.00
26 1/4" X 26 1/4" X 2	$259.00
	$150 Freight for 10 units or less
	over $6,000 freight free
Green = AWARDED	
Red = NOT AWARDED	
Yellow = NO BID	

Cheney

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Concrete Block, Caps, Manhole Blocks,
Manhole Frame and Grates

Bid Opening:
Monday, March 6, 2023, @ 10:00 a.m.

Chemung

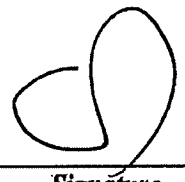
TOWN OF ROTTERDAM
BID FORM

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

HIGHWAY MATERIALS: CONCRETE BLOCK, CAPS, MANHOLE BLOCKS, MANHOLE FRAME & GRATES

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

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



Signature

Chemung Supply Corp
Name of Company or Corporation

2420 Corning Rd
Address

Elmira	NY	14903
City	***State***	***Zip***

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
6" CATCHBASIN STRETCHER	No Bid		
6" CATCHBASIN CORNER			
CONCRETE BLOCK 8" X 8" X 18" REGULAR EACH			
CAPS 4'" X 8" 18" EACH			
MANHOLE BLOCK 6" X 4" EACH			
MANHOLE BLOCK 6" X 5" EACH			
MANHOLE BLOCK 6" X 6" EACH			
MANHOLE FRAMES AND GRATES 26" X 26" EACH *	$624.00		
MANHOLE FRAMES SQUARE RISERS:			
26 ¼" X 26 ¼" X 1 *	$247.00		
26 ¼" X 26 ¼" X 1 *	$259.00		
* $150.00 freight for 10 units or less, over $6,000.00 freight free.			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2023**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 6, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. March 6, 2023** 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

12. The Town Board of the Town of Rotterdam reserves the right to 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 shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, 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 Firm: Chemung Supply Corp
Signed by: Carl H Perine Title: Vice President
Signature: _____ Date: 02/15/23

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

Resolved that Carl H Perine be authorized to sign and submit the bid or proposal of this corporation for Chemung Supply Corp 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 Chemung Supply Corp corporation at a meeting of its board of directors held on the 15th day of February, 2023.

(SEAL OF THE CORPORATION)

Signature of Secretary Marc P Stemerman

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

I, Carl H Perine hereby sign and submit this bid or proposal for Chemung Supply Corp 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 Carl H Perine

02/15/23
Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Chemung Supply Corp

Signed by: Carl H Perine Title: Vice President

Signature: Date: 02/15/23

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

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

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

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

<u>New York State Division of Human Rights (DHR)</u>

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 137.23

TO ACCEPT BIDS AND AWARD CONTRACTS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Monday, March 6, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

CRUSHED LIMESTONE, GRAVEL & SAND

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Material: **Crushed Limestone** to Callanan Industries Inc., located at P.O. Box 15097 Albany, NY 12212-5097, not to exceed the amounts pursuant to the attached schedule;

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Material: **Gravel** *(#4 & Bank Run)* **and Fill Sand** to Wm. Larned & Sons, located at 544 Burdeck St Rotterdam New York 12306, not to exceed the amounts pursuant to the attached schedule;

SECTION 3. The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Material: **Road Sand** to Carver Sand & Gravel LLC, located at P.O. Box 891 2170 River Road Coeymans, NY 12045, not to exceed the amounts pursuant to the attached schedule;

SECTION 4. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

SECTION 5. This resolution shall become effective March 22, 2023.

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	March 8, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	To Accept Bids and Award Contracts for Highway Materials: Crushed Limestone, Gravel & Sand
TOWN BOARD MEETING:	March 22, 2023
Background Information:	The Town Board called for bids for Highway Materials: Crushed Limestone, Gravel & Sand on March 6, 2023.
Evaluation/Analysis:	Proper Bidding Process
Recommendation(s):	To Accept Bids and Award Contracts for Highway Materials: Crushed Limestone, Gravel & Sand to the following companies, as each provided the lowest responsible bids: Carver Sand & Gravel LLC., William Larned & Sons Inc., and Callanan Industry.
Attachment/Document(s):	Bid Results
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law 103 & Town Purchasing Policy
LEGISLATION WILL BE PREPARED BY:	Town Attorney

BID FOR RFP CRUSHED LIMESTONE, GRAVEL SAND-2023

BID FOR: Highway Materials:Crushed Limestone, Gravel & Sand
DATE OF TB MTG. & RESOLUTION #: Febraury 8, 2034-Res#84.23
DATE BID PACKETS BECOME AVAILABLE: Febraury 10, 2023 BIDNET

DATE PUBLISHED IN NEWSPAPER: Febraury 11, 2023
DATE & TIME BIDS TO BE OPENED: March 6, 2023 @10:15 AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	3/3/2023 12:30	JB	Carver Sand & Gravel LLC **bbellen@carvercompanies .com**	PO Box 891 2170 River Road Coeymans, NY 12045	Bradley Bella	518-756-2164		Per Attached Bid packet	
2	3/6/2023 9:39	DMM	William Larned & Sons Inc **Alarned@wmlarned.com**	544 Burdeck Street Rotterdam, NY 12306	Tony Larned	518-374-3961		Per Attached Bid packet	
3	3/6/2023 Bidnet	DMM/ MG	Callanan Industry Inc.**jdecelle@callanan.com**	P.O. Box 15097 Albany, NY 12212	Joe Decelle	518-857-7666		Per Attached Bid packet	
4	3/6/2023 Bidnet	DMM/ MG	Adirondack Natural Resources **chris@empirepaving.net**	1900 Duanesburg Road Duanesburg, NY 12056	Christopher Longo	518-356-1119		Per Attached Bid packet	

BidPacket elatedItems/AllBidDoc/BidSheetTemplate

	Carver	Larned	Callanan Industries Inc.	ADK Natural Resources, LLC
HIGHWAY MATERIALS				
CRUSHED LIMESTONE SIZE 1, PER TON	$13.25/$20.25 DEL	$20.50/$24.50 DEL	$11.95/$18.75 DEL	NB
CRUSHED LIMESTONE SIZE 1A, PER TON	$18.25/$25.25 DEL	NB	$17.00/$23.80 DEL	NB
CRUSHED LIMESTONE SIZE 1B, PER TON	$13.25/$20.25 DEL	NB	$12.25/$19.05 DEL	NB
CRUSHED LIMESTONE SIZE 2, PER TON	$13.25/$20.25 DEL	$16.25/$20.25 DEL	$10.75/$17.55 DEL	NB
CRUSHED LIMESTONE SIZE 3, PER TON	$13.25/$20.25 DEL	$16.25/$20.25 DEL	$10.75/$17.55 DEL	NB
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	$9.50/$16.50 DEL	$14.50/$17.50 DEL	$8.70/$15.50 DEL	NB
GRAVEL SIZE #1 STONE, PER TON	NB	NB	NB	NB
GRAVEL SIZE #2 STONE, PER TON	NB	NB	NB	NB
GRAVEL SIZE #3 STONE, PER TON	NB	NB	NB	NB
GRAVEL SIZE RUBBLE, PER TON	NB	NB	NB	NB
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	NB	$16.90/$16.90 DEL	NB	NB
GRAVEL SIZE BANK RUN, PER TON	NB	$15.40/$15.40 DEL	NB	NB
SAND, TYPE FILL SAND, PER TON	NB	$16.75/$16.75 DEL	NB	NB
SAND, TYPE ROAD SAND, PER TON	$14.50/$14.50 DEL	$16.75/$16.75 DEL	NB	$16.04 DEL
Green = AWARDED				
Red = NOT AWARDED				
Yellow = NO BID				

CARVER

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Crushed Limestone, Gravel, & Sand

Bid Opening:
Monday, March 6, 2023, @ 10:15 a.m.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 6, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. March 6, 2023** 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

12. The Town Board of the Town of Rotterdam reserves the right to 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 shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM
BID FORM

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

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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

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

Bradley E. Bell
Signature

Carver Sand & Gravel LLC
Name of Company or Corporation

PO Box 890 2170 River Road
Address

Coeymans New York 12045
City ***State*** ***Zip***

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE 1A, PER TON	$18.25	$25.25	Schoharie
CRUSHED LIMESTONE SIZE 1B, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE 2, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE 3, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	$9.50	$16.50	Schoharie
GRAVEL SIZE #1 STONE, PER TON			
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON			
GRAVEL SIZE BANK RUN, PER TON			
SAND, TYPE FILL SAND, PER TON			
SAND, TYPE ROAD SAND, PER TON	$14.50	$14.50	Halfmoon

Bidder shall honor bid price for one (1) year commencing on **April 13, 2023**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.

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 Firm: Carver Sand & Gravel LLC
Signed by: Bradley E.Bellen Title: Sales Manager
Signature: Bradley E. Bellen Date: March 2, 2023

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, Bradley E. Bellen hereby sign and submit this bid or proposal for Crushed Limestone, Gravel & Sand 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.

Bradley E. Bellen
Signature of Individual

March 2, 2023
Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Carver Sand & Gravel LLC
Signed by: Bradley E. Bellen Title: Sales Manager
Signature: Bradley E. Bellen Date: March 2, 2023

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

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

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

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

<u>New York State Division of Human Rights (DHR)</u>

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.

William Larned

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Crushed Limestone, Gravel, & Sand

Bid Opening:
Monday, March 6, 2023, @ 10:15 a.m.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 6, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. March 6, 2023** 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

12. The Town Board of the Town of Rotterdam reserves the right to 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 shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

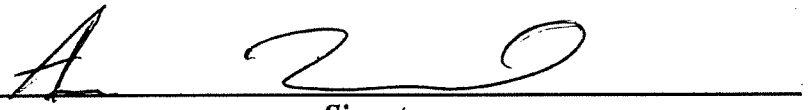
TOWN OF ROTTERDAM
BID FORM

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

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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

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



Signature

William M. Larned & Sons, Inc.
Name of Company or Corporation

544 Burdick Street
Address

Schenectady NY 12306
City ***State*** ***Zip***

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON	20.50	24.50	Burdeck
CRUSHED LIMESTONE SIZE 1A, PER TON			
CRUSHED LIMESTONE SIZE 1B, PER TON			
CRUSHED LIMESTONE SIZE 2, PER TON	16.25	20.25	
CRUSHED LIMESTONE SIZE 3, PER TON	16.25	20.25	
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	14.50	17.50	
GRAVEL SIZE #1 STONE, PER TON			
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	16.90	16.90	
GRAVEL SIZE BANK RUN, PER TON	15.40	15.40	
SAND, TYPE FILL SAND, PER TON	16.75	16.75	
SAND, TYPE ROAD SAND, PER TON	16.75	16.75	

Bidder shall honor bid price for one (1) year commencing on **April 13, 2023**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.

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 Firm: William M. Larned & Sons, Inc.
Signed by: Antonio Larned Title: President
Signature: [signature] Date: 3/6/2023

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

Resolved that Thomas Larned 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 3 day of January, 2023

(SEAL OF THE CORPORATION)

Thomas Larned
Signature of Secretary

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

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

_____ _____
Signature of Individual Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: William M Larned & Sons Inc
Signed by: Antonio Larned Title: President
Signature: _____ Date: 3/16/2023

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

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

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

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

<u>New York State Division of Human Rights (DHR)</u>

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.

Callanan

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Crushed Limestone, Gravel, & Sand

Bid Opening:
Monday, March 6, 2023, @ 10:15 a.m.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 6, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. March 6, 2023** 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

12. The Town Board of the Town of Rotterdam reserves the right to 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 shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

Callanan

TOWN OF ROTTERDAM
BID FORM

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

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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

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

Timothy Higgins, Jr., GM of Sales and Estimating
Callanan Industries, Inc.

Signature

Name of Company or Corporation

PO Box 15097

Address

Albany	NY	12212-5097
City	***State***	***Zip***

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON	11.95	18.75	Pattersonville
CRUSHED LIMESTONE SIZE 1A, PER TON	17.00	23.80	Pattersonville
CRUSHED LIMESTONE SIZE 1B, PER TON	12.25	19.05	Pattersonville
CRUSHED LIMESTONE SIZE 2, PER TON	10.75	17.55	Pattersonville
CRUSHED LIMESTONE SIZE 3, PER TON	10.75	17.55	Pattersonville
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	8.70	15.50	Pattersonville
GRAVEL SIZE #1 STONE, PER TON	NB	NB	
GRAVEL SIZE #2 STONE, PER TON	NB	NB	
GRAVEL SIZE #3 STONE, PER TON	NB	NB	
GRAVEL SIZE RUBBLE, PER TON	NB	NB	
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	NB	NB	
GRAVEL SIZE BANK RUN, PER TON	NB	NB	
SAND, TYPE FILL SAND, PER TON	NB	NB	
SAND, TYPE ROAD SAND, PER TON	NB	NB	

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 Firm: Callanan Industries, Inc.
Signed by: Timothy Higgins, Jr. Title: GM of Sales and Estimating
Signature: _____ Date: 3/6/23

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

Resolved that Timothy Higgins, Jr., GM of Sales and Estimating be authorized to sign and submit the bid or proposal of this corporation for Callanan Industries, 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 Callanan Industries, Inc. corporation at a meeting of its board of directors held on the 19th day of November, 2021

(SEAL OF THE CORPORATION)

Signature of Secretary (Assistant)
April Clas

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

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

Signature of Individual _____ Date _____

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Callanan Industries, Inc.
Signed by: Timothy Higgins, Jr. Title: GM of Sales and Estimating
Signature: _____ Date: 3/6/23

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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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).

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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.

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- 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.

<u>New York State Division of Human Rights (DHR)</u>

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.

Adirondack

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Crushed Limestone, Gravel, & Sand

Bid Opening:
Monday, March 6, 2023, @ 10:15 a.m.

Adirondack Natural Resources, LLC

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 6, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. March 6, 2023** 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

12. The Town Board of the Town of Rotterdam reserves the right to 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 shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM
BID FORM

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

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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

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

Signature

Adirondack Natural Resources, LLC

Name of Company or Corporation

1900 Duanesburg Road

Address

Duanesburg	NY	12056
City	***State***	***Zip***

Adirondack Natural Resources, LLC

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON	No Bid	No Bid	
CRUSHED LIMESTONE SIZE 1A, PER TON	No Bid	No Bid	
CRUSHED LIMESTONE SIZE 1B, PER TON	No Bid	No Bid	
CRUSHED LIMESTONE SIZE 2, PER TON	No Bid	No Bid	
CRUSHED LIMESTONE SIZE 3, PER TON	No Bid	No Bid	
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	No Bid	No Bid	
GRAVEL SIZE #1 STONE, PER TON	No Bid	No Bid	
GRAVEL SIZE #2 STONE, PER TON	No Bid	No Bid	
GRAVEL SIZE #3 STONE, PER TON	No Bid	No Bid	
GRAVEL SIZE RUBBLE, PER TON	No Bid	No Bid	
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	No Bid	No Bid	
GRAVEL SIZE BANK RUN, PER TON	No Bid	No Bid	
SAND, TYPE FILL SAND, PER TON	No Bid	No Bid	
SAND, TYPE ROAD SAND, PER TON	No Bid	$16.04	

Bidder shall honor bid price for one (1) year commencing on **April 13, 2023**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.

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 Firm: Adirondack Natural Resources, LLC
Signed by: Christopher Longo Title: Vice President
Signature: _____ Date: 3/6/23

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

Resolved that Christopher Longo be authorized to sign and submit the bid or proposal of this corporation for Highway Materials 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 Adirondack Natural Resources, LLC corporation at a meeting of its board of directors held on the 6th day of March, 2023

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual _____ Date _____

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Adirondack Natural Resources, LLC
Signed by: Christopher Longo Title: Vice President
Signature: _____ Date: 3/6/23

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

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

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

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

<u>New York State Division of Human Rights (DHR)</u>

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 138.23

TO ACCEPT BID AND AWARD CONTRACT FOR SODIUM HEXAMETAPHOSPHATE

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Friday, March 10, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

SODIUM HEXAMETAPHOSPHATE

THEREFORE, UPON MOTION OF Councilmember _____,

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 Sodium Hexametaphosphate for the Town of Rotterdam to George S. Coyne Chemical Co. Inc., located at 3015 State Road, Croydon, PA 19021, with a bid amount not to exceed one hundred forty-nine and 2443/100 ($149.2443) dollars per 50-pound bag.

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

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

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: March 10th, 2023

TO: Supervisor, Mollie A. Collins

FROM: Justin Peterson, Sr. Water Treatment Plant Operator

TITLE OF LEGISLATIVE REQUEST: Award Bidder- Sodium Hexametaphosphate

TO BE PLACED ON TOWN BOARD MEETING OF: March 22, 2023

Background Information: Every year the Water Treatment Plant requests bids for the purchase of Sodium Hexametaphosphate to treat the water for the Town of Rotterdam.

Evaluation/Analysis: Coyne Chemical is the lowest responsible bidder out of a total of 4 bids that were submitted on Bidnet, and opened on March 10, 2023.

Recommendation(s): Town Board Award bid to Coyne Chemical Corp. for the 2023 year

Attachment/Documents(s): Bid Results opened on March 10, 2023 @ 10:00AM

Compliance with Purchasing Policy: Yes

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

LEGISLATION WAS PREPARED BY: Justin Peterson, Sr. Water Treatment Plant Operator

BID FOR SODIUM HEXAMETAPHOSPHATE RFP 2023

BID FOR: Sodium Hexametaphoshate
DATE OF TB MTG. & RESOLUTION #: 2/22/2023 -Res#101.23
DATE BID PACKETS BECOME AVAILABLE: Bidnet 2/24/2023

DATE PUBLISHED IN NEWSPAPER: 2/25/2023
DATE & TIME BIDS TO BE OPENED: March 10, 2023 @ 10:00 AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	Bidnet	Bidnet	Shannon Chemical Corp	P.O. Box 376 Malvern, PA 19355	Daniel Flynn	610-363-9090		$154.27	Per 50 lb bag
2	Bidnet	Bidnet	Coyne Chemical Comp. bidadministration@coynechemical.com	3015 State Road Croydon, PA 19021	George S Coyne	215-785-3000		$149.24	Per 50 lb bag-Amendment Letter 3/9/2023
3	Bidnet	Bidnet	Chemrite, Inc.	5202 Belle Wood Court Suite 104 Buford, GA 30518	Aaron Opp	770-271-5576		$172.50	Full Pallets Only
4	Bidnet	Bidnet	Carus LLC	315 Fifth Street Peru, IL 61354	Barbie Smith	815-233-1500		$161.00	Per 50 lb bags

BidPacket elatedItems/AllBidDoc/BidSheetTemplate

Coyne

Town of Rotterdam

Request for Bids

SODIUM HEXAMETAPHOSPHATE

Bid Opening:

Friday March 10, 2023

@ 10:00 A.M.

George S. Coyne Chemical Co., Inc.
3015 State Road
Croydon, PA 19021
Phone: (215) 785-3000
Fax: (215) 785-1585
E-Mail: bidadministration@coynechemical.com

Coyne CHEMICAL *Since 1868*

Amendment Letter
03/09/2023

The GEORGE S. COYNE CHEMICAL CO., INC. is aware that the bid documents state delivery. Due to current challenges with shipping and freight availability, GEORGE S. COYNE CHEMICAL CO., INC. delivery terms are 7-10 business days ARO for packaged product delivery and 10-14 business days ARO for bulk product delivery.

GEORGE S. COYNE CHEMICAL CO., INC.

John V. Drzewicki, Director of Sales and Product Development

George S. Coyne Chemical Company, Inc.
3015 State Road, Croydon PA 19021
PHONE 215-785-3000 FAX 215-785-1585
ORDERS orders@coynechemical.com

TOWN OF ROTTERDAM
BID FORM

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

SODIUM HEXAMETAPHOSPHATE

Minimum amount required: 18,000 lbs.

Unit price per 50-pounds delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

Price per 50 lbs: $ 149.2443/bag

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

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

John V. Drzewicki

Signature John V. Drzewicki,Director of Sales and Product Development

George S. Coyne Chemical Co., Inc.

Name of Company or Corporation

3015 State Road

Address

Croydon PA 19021

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

George S. Coyne Chemical Co., Inc.
3015 State Road
Croydon, PA 19021
Phone: (215) 785-3000
Fax: (215) 785-1585
E-Mail: bidadministration@coynechemical.com

Town of Rotterdam

SODIUM HEXAMETAPHOSPHATE

Detailed Specifications

This proposal will consist of furnishing Sodium Hexametaphosphate, required for a 12-month period for Water District #5 of the Town of Rotterdam, according to the following specifications:

Sodium Hexametaphosphate: According to AWWA Standard B502-17, and the following supplementary specifications:

Section 3: Definitions - 6. Sodium polyphosphate, glassy: A glassy solid that is a soluble sodium phosphate containing Na2O and P2O5 in a molar ratio of approximately 1.1 Na2O to 1.0 P2O5. It is an amorphous mixture of long-chain polyphosphates with the formula Nan+2Pn0n+l. The approximate value of n is either 12-16 or 18-21.

Section 4.1: Physical Requirements - Material shall be glass plate type only. Pulverized or granular/powder form is not acceptable. Material shall be manufactured and produced in the U.S.A. Materials manufactured in foreign countries will not be acceptable.

Section 6.1: Marking - An Affidavit of Compliance shall be furnished with the shipment, attesting that the sodium hexametaphosphate furnished under the purchaser's specifications complies with all applicable specifications of this standard.

Section 6.2: Packaging and Shipping: - The material shall be furnished in 50 lb. moisture proof bags. Material shall include Freight on Board (F.O.B.) charges to Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York. Material shall be delivered in a minimum of 2 shipments.

NOTE: A straight delivery truck or short trailer is necessary, and an electric pallet jack is required for delivery. Pallets are to be placed inside of the building. Delivery requires 1 days' notice from the carrier.

Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 10, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. March 10, 2023** 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 Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

12. The Town Board of the Town of Rotterdam reserves the right to 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 shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, 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 Firm: George S. Coyne Chemical Co., Inc.

Signed by: John V. Drzewicki Title: Director of Sales and Product Development

Signature: John V. Drzewicki Date: 03/01/2023

George S. Coyne Chemical Co., Inc.
3015 State Road
Croydon, PA 19021
Phone: (215) 785-3000
Fax: (215) 785-1585
E-Mail: bidsadministration@coynechemical.com

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

Resolved that John V. Drzewicki be authorized to sign and submit the bid or proposal of this corporation for Sodium Hexametaphosphate 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 George S.Coyne Chemical Co., Inc. corporation at a meeting of its board of directors held on the 7th day of June 2021 ~~20~~XXX

(SEAL OF THE CORPORATION)

Signature of ~~XXXXXX~~ John V. Drzewicki,Director of Sales and Product Development

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: George S. Coyne Chemical Co., Inc.

Signed by: John V. Drzewicki Title: Director of Sales and Product Development

Signature: _____ Date: 03/07/2023

George S. Coyne Chemical Co., Inc.
3915 State Road
Croydon, PA 19021
Phone: (215) 785-3088
Fax: (215) 788-1688
E-Mail: bidadministration@coynechemical.com

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

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

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

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

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

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

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

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

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 139.23

TO ENTER INTO AN AGREEMENT WITH JACKSON LEWIS P.C.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a contract with Jackson Lewis P.C, located at 677 Broadway, 9th Floor, Albany, NY 12207, to provide advice & counsel on Roth Elective Deferral Plan Correction ensuring compliance with the Employee Retirement Income Security Act (ERISA) for both the Town and affected employees, in accordance with the fee schedule outlined in the agreement.

SECTION 2. This resolution shall become effective March 22, 2023.

DATED: March 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: March 20, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Roth Deferred Compensation Reclassification

TOWN BOARD MEETING: March 22, 2023

Background Information: In 2019 the Town offered a Roth option to the NYS Deferred Compensation Program that provided a post-tax contributions option. The new Roth deduction code that was established continued to take pre-tax contributions rather than post-tax. The deduction code was corrected for all future contribution beginning in September of 2022 when the issue was first recognized. Several impacted employees have requested to have their Roth contributions that were taken on a pre-tax basis reported as taxable income and then be reclassified as post-tax with the Deferred Compensation Program.

Evaluation/Analysis: The process of correcting these Deferred Compensation contributions is complex and would require legal expertise to ensure compliance with the Employee Retirement Income Security Act (ERISA) for both the Town and affected employees.

Recommendation(s): Retain the firm of Jackson Lewis P.C. with specialized ERISA expertise and capable of guiding the Town through this correction process.

Attachment/Document(s): Jackson Lewis P.C. Retainer Agreement

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

JacksonLewis

Jackson Lewis P.C.
677 Broadway, 9th Floor
Albany NY 12207
(518) 512-8700 Main
(518) 242--7730 Fax
jacksonlewis.com

BRIAN P. GOLDSTEIN, ESQ.
DIRECT DIAL: (518) 512-8701
EMAIL ADDRESS: BRIAN.GOLDSTEIN@JACKSONLEWIS.COM

PERSONAL & CONFIDENTIAL
MEMORANDUM

TO: Town of Rotterdam
Attn: Paul Sebesta, Deputy Comptroller

FROM: Brian P. Goldstein, Esq.

DATE: March 1, 2023

RE: Retainer Terms for Jackson Lewis P.C. –
Advice & Counsel on Roth Elective Deferral Plan Correction

I am writing to outline the terms of our retainer arrangement with my law firm, Jackson Lewis P.C. ("Jackson Lewis", "JL" or the "Firm").

I am required to write to you regarding this pursuant to certain rules governing these matters, specifically Part 1215 of the Joint Rules of the Appellate Divisions of the New York State Supreme Court, 22 N.Y.C.R.R. 1215. A Statement of Client's Rights and a Statement of Client's Responsibilities, prepared by the NYS Bar Association, have been enclosed for your information.

A. Scope of Services

Jackson Lewis would be happy to represent the Town of Rotterdam in providing advice and counsel regarding the correction of certain 401(k) plan operational failures relating to some participant Roth elective deferral elections and will be available upon your request to assist with related and others matters which are within the scope of the Firm's practice. We will do our best to serve you efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to represent you vigorously. I will have primary responsibility for managing Jackson Lewis' relationship with you and your business and will utilize other attorneys and legal assistants in the firm as necessary to respond to your needs in the best exercise of our professional judgment. If at any time you have any questions, concerns, or comments, please contact me.

B. Fees

We will charge for our time on an hourly basis, broken down to one-tenth hour increments. We charge for all services rendered, including, but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings.

Our schedule of hourly rates for attorneys and other members of our professional staff is based on years of experience, level of professional attainment and geographic location. Currently, our hourly rates throughout the United States range from approximately $325 to $1,120 for attorneys. My current national rate is $980 per hour, my current standard ("friends and family") rate is $805 hour and the current hourly rates of my attorney team members range from $435 per hour to $620 per hour. As a courtesy to you, I have assigned all standard rates (including mine) to this matter and provided a 7.50% discount on all attorney rates. To the extent feasible, we assign work to associate attorneys who bill at lower hourly rates. These hourly rates may be subject to periodic increases over time.

Please be aware that, if we are ever required to respond to a subpoena or are called to testify on any matter related to this engagement or the like, you will be responsible for our fees (at then current hourly rates) and expenses of doing so, even if the activity occurs after our engagement has terminated.

C. Disbursements

Disbursements we incur on your behalf will be billed back to you on a dollar-for-dollar basis. We request reimbursement for travel-related expenses, including lodging, meals, air travel, cab fares, auto expenses, parking fees, tolls and mileage. We also request reimbursement for computerized research fees, photocopying costs, filing fees, telephone calls, outgoing faxes, postage, messenger service and delivery charges where material must be sent via certified or registered mail or by express mail or package carrier. If a situation arises which requires overtime work by our secretaries, we will invoice you at our cost. We request that third party charges, such as court reporter fees and expert fees, be paid directly by you.

D. Billing

Our Accounting Department will send you invoices on a monthly basis. Invoices for services rendered on your matters and for expenses incurred on your behalf will be sent approximately three to four weeks after the completion of the month in which the work is performed, or maybe sooner.

Payment of our fees and any disbursements is expected upon receipt of our invoice. We are confident our clients make every effort to pay us promptly. Occasionally, however, difficulty in making timely payments may arise. A monthly service charge of one and one-half percent (1.5%) is added to the unpaid balance of any invoice that is not paid within sixty (60) days after it is rendered. Enclosed for your reference is a copy of "A Word About Our Invoices," which contains additional information about our billing procedures.

E. Client Cooperation

You understand and agree that, in order for us to represent you effectively, it is necessary for you to assist and cooperate with the Firm. You accordingly agree to: (i) make yourself (and your employees as necessary or appropriate) available to discuss issues as they arise in this matter; (ii) attend and participate in

meetings, preparation sessions, and other activities in connection with the representation; (iii) provide complete and accurate information and documents to us on a timely basis; (iv) make timely payment to any experts or vendors retained in connection with our services; and (v) advise, where applicable, whether there is an agreement to arbitrate the subject claim(s), either as set forth in a stand-alone arbitration agreement, an employee handbook, an employment application or otherwise.

F. Protection of Client Confidences – High Tech Communication Devices

We are always mindful of our central obligation to preserve the secrets and confidences of our clients. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. Unless you specifically direct us to the contrary, for purposes of this engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the engagement without any encryption or other special protections. In that regard, if there is a specific e-mail address which you would like us to use to communicate with you, other than your current work e-mail address, please let us know. Please also notify the Firm if you have any other requests or requirements in connection with the methods of telecommunication, or persons to be included or copied in the circulation of documents relating to the engagement.

G. Termination of Representation

You may terminate this representation at any time, with or without cause. We also reserve the right to withdraw at any time to the fullest extent permitted by the applicable ethical rules. Any termination of our representation of you would be subject to such approval as may be required from any court(s) in which we are appearing on your behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable as provided for in this letter.

Following any termination of representation, client files will be released only following delivery to the Firm of a signed release letter containing appropriate directions and an acknowledgment of the obligation to pay outstanding fees. You will be charged for the reasonable costs of retrieval, assembly, copying, processing and transfer of all files or materials, including electronically stored information.

Upon termination of representation, the Firm reserves the right to maintain your legal file in electronic format only.

H. Advance Conflict of Interest Waiver

Because of the size, geographical reach and the broad scope of the Firm's legal practice, it is possible that attorneys in one or more of the Firm's offices or departments may now or in the future represent parties in matters in which their interests are adverse to those of yours or have contractual or other dealings with you. As a condition of our representation, you agree that the Firm may represent other parties in matters in which their interests are adverse to those of yours and waive any conflict that would otherwise exist in such matters, provided that: (i) any matter in which the Firm represents an adverse party is not substantially related to the Firm's work for your; and (ii) if appropriate, an ethical wall is created to separate the other matter from the matters the Firm is handling for you.

I. Potential Insurance Coverage

Given the nature of our legal practice, the Firm *cannot* provide an opinion with respect to the extent or terms of any coverage under any liability insurance, directors and officers or other insurance policies or programs (on an ongoing basis or otherwise). We urge you to review any matter which may invoke insurance coverage with your insurance broker or anyone else with whom it wishes to discuss the possibility of insurance being applicable, e.g., an excess liability insurance policy, homeowners or personal insurance or any other form or kind of insurance including workers compensation insurance. As with any insurance policy, prompt and complete notice should be given, as required by the policy and by applicable law. Failure to do so could adversely affect the existence of or eligibility for any insurance coverage.

Further, please note that, in many instances, punitive damages may not be covered by the insurance policies. There may also be other policy exclusions, as well as limits respecting any coverage(s). Again, please address any exclusions, or limits on coverage for the subject claim(s), with the appropriate carrier(s), insurance broker, or legal counsel.

J. Dispute Resolution

If a dispute arises between us relating to our fees, you may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

You and Jackson Lewis further agree that any action or proceeding with respect to this agreement, not subject to arbitration under Part 137, shall be resolved by binding arbitration between the parties. This includes, but it not limited to, any claims regarding attorney's fees or costs under this agreement or regarding a claim of attorney malpractice, that is, whether any legal services Jackson Lewis has rendered, under this agreement or otherwise, were improperly, negligently, or incompetently rendered, or otherwise rendered in breach of a contractual or ethical duty.

> **You understand and acknowledge that, by agreeing to binding arbitration, you waive and thereby eliminate the right to submit the dispute for determination by a court and thereby also waive the right to a jury trial. You acknowledge that you have been informed that the grounds for appeal of an arbitration award are very limited compared to a court judgment or jury verdict. Consequently, you should carefully consider whether arbitration is acceptable to you and should consult with independent counsel.**

Our agreement shall be governed and conformed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

Arbitration shall be in accordance with Article 75 of the New York C.P.L.R. The dispute will be resolved by a single arbitrator to be selected by the parties. The arbitrator must be an attorney in good standing with the State of New York. The cost of the arbitration shall be shared by the parties, but the arbitrator shall have the right to allocate costs in the final award. If, in the opinion of any party, there arises a problem or unreasonable delay with the administration of the dispute, including but not limited to scheduling any hearing, any party upon ten days written notice to the other shall have the right and power to notify and engage the

American Arbitration Association ("AAA") to commence formal administration of the proceeding before the AAA in accordance with its then prevailing rules. The award rendered by the arbitrator(s) shall be final and may be confirmed in any court having jurisdiction thereof.

To acknowledge receipt of this confirmation, we ask you to sign this letter in the space provided below. Your signature will confirm your agreement to the terms and nature of the legal services described above.

* * * *

Please call with any questions about any aspect of this letter.

If you have any question at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please contact me at once.

We are pleased to be of service to you and look forward to working with you.

Sincerely,

JACKSON LEWIS P.C.

By: Brian P. Goldstein
Brian P. Goldstein

ACCEPTED AND AGREED TO BY:

TOWN OF ROTTERDAM

By: _____
As its:

_____
Date of Client Signature

BPG/mcc
Enclosures

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended April 15, 2013
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.

2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)

3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.

6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.

7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)

8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.

9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.

10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Statement of Client's Responsibilities

(Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.

2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.

3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.

4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.

5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.

6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.

7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.

8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.

9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.

10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

A WORD ABOUT OUR INVOICES . . .

Invoices are sent to our clients monthly or pursuant to an insurance carrier's guidelines if applicable. Billings for services rendered on your matter(s) and for reasonable expenses incurred on your behalf are sent approximately three to four weeks after the completion of the month in which the work is performed.

As more fully discussed in the engagement letter, for any threatened or actual claim, please verify whether there is insurance of any kind that may cover the actual or potential claim and if there is, please provide prompt and complete notice to us and to the insurance carrier.

Subject to applicable guidelines, we charge for all services rendered on your matter(s) including, but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings. These include reimbursement for travel-related expenses, such as lodging, meals, air travel, cab fares, auto expenses, parking fees, tolls and mileage. We also bill for all photocopying costs, telephone calls, facsimiles, postage, messenger service and, if required, delivery charges where material is sent via certified or registered mail or by express mail or package carrier. If a situation arises which requires overtime work by our secretaries, we will invoice you at our cost. All third party charges (e.g. filing, trial, and court reporter fees) are the responsibility of the client and should be paid directly by the client. The cost for computerized legal research is the rate calculated by our vendor LexisNexis. Your cost is not based on the annual discount arrangement the Firm has with LexisNexis. Payment for our services and expenses described are expected upon receipt of our invoice. We are confident our clients make every effort to pay us promptly.

We do our utmost to provide quality and professional service to our clients. In return, we expect timely payment for services rendered. A monthly service charge of one and a half percent 1.5%) is added to the unpaid balance of any invoice not paid within ninety (90) days after it is rendered.

Electronic discovery related charges will be billed directly by the vendor who provides these services, including those of our preferred vendor, Kroll Ontrack, Inc. These nonlegal services and expert witness charges are provided under separate agreement between you and the vendor or expert. The non-legal services that might be necessary for electronic discovery include: forensic collection of electronically stored information ("ESI") from your computer systems, computer forensic and other technical consulting, ESI processing, ESI uploading and search/review software hosting, ESI production, training, and project management services. You are responsible for making timely payment of their invoices so as to avoid any disruption in our legal services. Charges by Kroll or other e-services providers will be invoiced on our invoices or separately.

The above terms shall apply to each invoice unless the Firm and the client have agreed, in writing, to a modification of the billing arrangements.

Please forward all payments to our lock box:

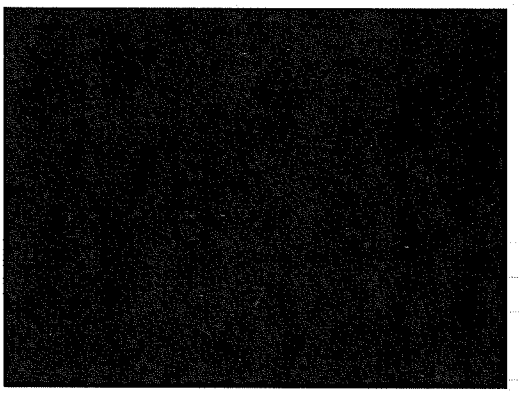
JACKSON LEWIS P.C.
P.O. BOX 416019
BOSTON, MASSACHUSETTS 02241-6019

We also accept electronic payment of our invoices. If you choose to pay your invoice by electronic transfer, please include the invoice number in the transfer information and send payment to:

Bank

Routing number DOM. WIRES
Routing number ACH/EFT
Account name

Account number
SWIFT Code INTL WIRES
Please send confirmation notice (detailing client number and invoice number) to:



CREDIT CARDS - https://www.jacksonlewis.com/payments/

Please note, the Firm prohibits anyone from Jackson Lewis P.C. from processing credit card information on behalf of a client.

Our foreign - based clients must ensure payment is made via international money order payable in U.S. dollars. If payment is by regular check drawn on a foreign bank, we will add $30.00 to our bill for banking charges. If you have any questions about our billing procedures or any time or disbursement charges, please speak to the attorney responsible for your matter.