

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**

February 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 HEARING

- Local Law No. 1 of 2023: For receipt of comment on the potential enactment of Introductory Local Law No. 1 of 2023 to renumber and amend current Chapter 154 of the Town Code of the Town of Rotterdam, currently entitled "Housing and Building Standards", in order to update the local code enforcement and building code administration program of the Town of Rotterdam in accordance with 19 NYCRR § 1203.3.

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

81.23 To recognize the introduction of introductory local law no. 2 of 2023 and referring same to the Planning Commission for report and recommendation.

82.23 To extend the bid contract for Tree Cutting and Removal Services with Harmony Tree Service LLC.

83.23 Requesting bids for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames.

84.23 Requesting bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

85.23 Requesting bids for Highway Materials: Watertight & End Section, Round Corrugated Plastic Pipe, & Underdrain Perforated Pipe.

86.23 Adoption of RPTL 466-a Volunteer Firefighters/Ambulance workers exemption.

87.23 To authorize an agreement with Barton and Loguidice for professional engineering services for a roof replacement project at the Rotterdam Senior Citizens Center.

88.23 To authorize an agreement with Barton and Loguidice for professional engineering services for a feasibility study of the Town Court and Police Facility.

89.23 To approve budget transfers to the 2023 budget.

90.23 To accept revenue for the Town Clerk's office for January 2023.

91.23 To accept Town Board meeting minutes of January 25 2023.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

02/08/2023

PUBLIC HEARING

Local Law No. 1 of 2023: For receipt of comment on the potential enactment of Introductory Local Law No. 1 of 2023 to renumber and amend current Chapter 154 of the Town Code of the Town of Rotterdam, currently entitled “Housing and Building Standards”, in order to update the local code enforcement and building code administration program of the Town of Rotterdam in accordance with 19 NYCRR § 1203.3.

RESOLUTION NO. 62.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 1 OF 2023 AND AUTHORIZING COMMENCEMENT OF THE REVIEW AND ADOPTION PROCESS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 1 of 2023, which would update the Town Code Chapter governing the Town of Rotterdam's code enforcement and building code administration program to align with current New York State minimum requirements.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 1 of 2023 is an Unlisted Action under the State Environmental Quality Review Act, that there are no other involved agencies (as that term is defined under the SEQRA regulations) other than the Town Board, and therefore establishes itself as lead agency for purposes of conducting the SEQRA review.

SECTION 3. The Town Board hereby authorizes the Town Supervisor to execute the Part 1 of the Environmental Assessment Form, as prepared, for Introductory Local Law No. 1 of 2023.

SECTION 4. The Town Clerk 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 hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 8th day of February 2023 for the following purpose:

For receipt of comment on the potential enactment of Introductory Local Law No. 1 of 2023 to renumber and amend current Chapter 154 of the Town Code of the Town of Rotterdam, currently entitled "Housing and Building Standards", in order to update the local code enforcement and building code administration program of the Town of Rotterdam in accordance with 19 NYCRR § 1203.3.

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

DATED: January 25, 2023
Daily Gazette: Please publish once on January 28, 2023
Town Clerk
Post

SECTION 5. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



Local Law Filing

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

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

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

of Rotterdam

Introductory Local Law No. 1 of the year 2023

**A LOCAL LAW TO RENUMBER AND AMEND CHAPTER 154 OF THE TOWN CODE
OF THE TOWN OF ROTTERDAM**

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 1 OF THE YEAR 2023

A LOCAL LAW TO RENUMBER AND AMEND CHAPTER 154 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1

This local law shall be referred to as “A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam”.

SECTION 2

The purpose of this local law is to renumber and amend Chapter 154 of the Town of Rotterdam Town Code to update the local code enforcement program of the Town of Rotterdam in accordance with the 19 NYCRR § 1203.3.

SECTION 3

Chapter 154 of the Town Code of the Town of Rotterdam, entitled “Housing and Building Standards” is hereby renumbered as Chapter 89 and inserted in the appropriate location within the Town Code of the Town of Rotterdam based on such renumbering, is retitled as “Building Code Administration and Code Enforcement Program,” and is amended to read in its entirety as follows:

Chapter 89. Building Code Administration and Code Enforcement Program.

§ 89-1 Purpose and Intent.

This Chapter provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the “Uniform Code”) and the State Energy Conservation Construction Code (the “Energy Code”) in the Town of Rotterdam. Except as otherwise provided in the Uniform Code, the Energy Code, other state law, or this Chapter, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this Chapter.

§ 89-2 Definitions.

As used in this Chapter, the terms set forth below shall be defined as set forth herein.

ASSEMBLY AREA

An area in any building, or in any portion of any building, that is primarily used or intended to be used for the gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

BUILDING PERMIT

A building permit, construction permit, demolition permit, or other permit that authorizes the performance of work, along with any renewals, amendments, or extensions thereof, pursuant to any provision of this Chapter.

CERTIFICATE OF COMPLIANCE

A document issued by the Town stating that work was done in compliance with approved construction documents and the Codes.

CERTIFICATE OF OCCUPANCY

A document issued by the Town certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Town, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

CODE ENFORCEMENT OFFICER

The Senior Building Inspector, or such other official appointed to administer and enforce the Uniform Code and the Energy Code pursuant to Section 89-3 (B) of this Chapter.

CODE ENFORCEMENT PERSONNEL

The Code Enforcement Officer and/or any Inspectors. Where the use of the term Code Enforcement Personnel in this Chapter is to be construed as referring to one or more Inspectors in relation to fulfilling a particular duty or exercising a particular power, such term shall be deemed to mean and refer only to those Inspectors who operate pursuant to a lawful appointment or description of job responsibilities and duties that includes within its scope such particular duty or particular power, whether generally or specifically itemized.

CODES

The New York State Uniform Fire Prevention and Building Code and New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as may be in effect from time to time.

ENERGY CODE

The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as may be in effect from time to time.

FCNYS

The 2020 Fire Code of the State of New York, as may be in effect from time to time, or such other fire code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1225 or its successor.

FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTION

An inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225, or its successor, and the publications incorporated therein by reference as may be in effect from time to time, and the applicable provisions of 19 NYCRR Part 1226, or its successor, and the publications incorporated therein by reference as may be in effect from time to time.

HAZARDOUS PRODUCTION MATERIALS

A solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), as in effect from time to time, and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

INSPECTOR

An official appointed pursuant to Section 89-3 (D) of this Chapter to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of powers and fulfillment of duties conferred on the Code Enforcement Officer by this Chapter, to the extent such assistance, exercise and fulfillment is within the scope of the description of such official's job responsibilities and duties and is consistent with the Chapter.

MOBILE FOOD PREPARATION VEHICLES

Vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered food preparation vehicles.

OPERATING PERMIT

A permit issued pursuant to Section 89-10 of this Chapter, along with any renewals, amendments, or extensions thereof, pursuant to any provision of this Chapter.

ORDER TO REMEDY

An order issued by the Code Enforcement Officer pursuant to Section 89-17 (A) of this Chapter.

PERMIT HOLDER

The Person to whom a permit has been issued pursuant to this Chapter.

PERSON

An individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

PMCNYS

The 2020 Property Maintenance Code of the State of New York, as may be in effect from time to time, or such other property maintenance code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1226 or its successor.

RCNYS

The 2020 Residential Code of the State of New York, as may be in effect from time to time, or such other residential code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1220 or its successor.

REPAIR

The reconstruction, replacement or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

STOP WORK ORDER

An order issued pursuant to Section 89-6 of this Chapter.

SUGARHOUSE

A building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

TEMPORARY CERTIFICATE OF OCCUPANCY

A certificate issued pursuant to Section 89-7 (D) of this Chapter.

TOWN

The Town of Rotterdam.

UNIFORM CODE

The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the

NYCRR, adopted pursuant to Article 18 of the Executive Law, as may be in effect from time to time.

§ 89-3 CODE ENFORCEMENT OFFICER AND INSPECTORS.

A. The office of Code Enforcement Officer is hereby continued. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this Chapter. The Code Enforcement Officer shall have the following powers and duties:

1. To receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;
2. Upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include therein such terms and conditions as the Code Enforcement Officer may determine to be appropriate;
3. To conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this Chapter;
4. To issue Stop Work Orders;
5. To review and investigate complaints;

6. To issue orders pursuant to Section 89-17 (A) of this Chapter;
 7. To maintain records;
 8. To collect fees as set by the Town Board of the Town;
 9. To pursue administrative enforcement actions and proceedings;
 10. In consultation with the attorney for the Town, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this Chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this Chapter; and
 11. To exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this Chapter.
- B. The Code Enforcement Officer shall be appointed by the Town Board. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.
- C. In the event the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Town Board as the Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this Chapter.

- D. One or more Inspectors may be appointed by the Town Board to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this Chapter. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.
- E. The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Town Board of the Town.

§ 89-4 BUILDING PERMITS.

- A. Building Permits Required. Except as otherwise provided in Paragraph B of this Section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Town.
- B. Exemptions. No Building Permit shall be required for work in any of the following categories:
1. construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;

2. construction of temporary sets and scenery associated with motion picture, television, and theater uses;
 3. installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
 4. installation of partitions or movable cases less than 5'-9" in height;
 5. painting, wallpapering, tiling, carpeting, or other similar finish work;
 6. installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
 7. replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications;
 8. repairs, provided that the work does not have an impact on fire and life safety, such as (a) any part of the structure system; (b) the required means of egress; or (c) the fire protection system or the removal from service of any part of the fire protection system for any period of time.
- C. Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in Paragraph B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.
- D. Applications for Building Permits. Applications for Building Permits shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The

application shall be signed by the owner of the property where the work is to be performed or by an authorized agent of the owner. The application shall include such information as the Code Enforcement Personnel reviewing the application deems sufficient to permit a determination by the Code Enforcement Personnel that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

1. a description of the location, nature, extent, and scope of the proposed work;
2. the tax map number and street address of any affected building or structure;
3. the occupancy classification of any affected building or structure;
4. where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
5. at least 2 sets of constructions documents (drawings and/or specifications) which (a) show the location, nature, extent, and scope of the proposed work; (b) show that the proposed work will conform to the applicable provisions of the Codes; (c) show the location, construction, size, and character of all portions of the means of egress; (d) show a representation of the building thermal envelope; (e) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (f) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (g) include a written statement indicating compliance with the Energy Code; (h) include a site

plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finish grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (i) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.

- E. Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in subparagraph 5 of Paragraph D of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the relevant Code Enforcement Personnel in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Town, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for on-site use by Code Enforcement Personnel. However, the return of a set of accepted construction document to the applicant shall not be construed

as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

- F. Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Personnel reviewing an application shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.
- G. Building Permits to be displayed. Building Permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.
- H. Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the relevant Code Enforcement Personnel of any change occurring during the course of the work. The Building Permit shall contain such directive. If the Code Enforcement Personnel determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.
- I. Time limits. Building Permits shall become invalid unless the authorized work is commenced within 6 months following the date of issuance. Building Permits shall expire 12 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Personnel.

- J. Revocation or suspension of Building Permits. If the Code Enforcement Personnel determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Personnel shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.
- K. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

§ 89-5 CONSTRUCTION INSPECTIONS.

- A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by Code Enforcement Personnel. The Permit Holder shall notify the Code Enforcement Personnel when any element of work described in Paragraph B of this section is ready for inspection.
- B. Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:
1. work site prior to the issuance of the Building Permit;
 2. footing and foundation;
 3. preparation for concrete slab;

4. framing;
5. structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;
6. fire resistant construction;
7. fire resistant penetrations;
8. solid fuel burning heating appliances, chimneys, flues, or gas vents;
9. inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
10. installation, connection, and assembly of factory manufactured buildings and manufactured homes; and
11. a final inspection after all work authorized by the Building Permit has been completed.

C. Remote inspections. At the discretion of the Code Enforcement Personnel, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Personnel that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not

afford the Code Enforcement Personnel sufficient information to make a determination, an in-person inspection shall be performed.

D. Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

E. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 of this Chapter must be paid prior to or at the time of each inspection performed pursuant to this section.

§ 89-6 STOP WORK ORDERS.

A. Authority to issue. The Code Enforcement Personnel is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Personnel shall issue a Stop Work Order to halt:

1. Any work that is determined by the Code Enforcement Personnel to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
2. Any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Personnel, without regard to whether such work is or is not work for which a Building

Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

3. Any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

B. Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Personnel, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

C. Service of Stop Work Orders. The Code Enforcement Personnel shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Personnel shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

D. Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Personnel to correct the reason for issuing the Stop Work Order.

E. Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in Paragraph A of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 89-17 (Violations) of this Chapter or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

**§ 89-7 CERTIFICATES OF OCCUPANCY AND
CERTIFICATES OF COMPLIANCE.**

A. Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

B. Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Personnel shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform

Code and Energy Code. The Code Enforcement Personnel shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Personnel prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

1. A written statement of structural observations and/or a final report of special inspections,
2. Flood hazard certifications,
3. A written statement of the results of tests performed to show compliance with the Energy Code, and
4. Where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

C. Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

1. The Building Permit number, if any;
2. The date of issuance of the Building Permit, if any;
3. The name (if any), address and tax map number of the property;

4. If the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
 5. The use and occupancy classification of the structure;
 6. The type of construction of the structure;
 7. The occupant load of the assembly areas in the structure, if any;
 8. Any special conditions imposed in connection with the issuance of the Building Permit; and
 9. The signature of the Code Enforcement Personnel issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.
- D. Temporary Certificate of Occupancy. The Code Enforcement Personnel shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Personnel issue a Temporary Certificate of Occupancy unless the Code Enforcement Personnel determines (1) that the building or structure, or portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Personnel may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or

appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six (6) months, which shall be determined by the Code Enforcement Personnel and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

- E. Revocation or suspension of certificates. If the Code Enforcement Personnel determines that a Certificate of Occupancy, Certificate of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Personnel within such period of time as shall be specified by the Code Enforcement Personnel, the Code Enforcement Personnel shall revoke or suspend such certificate.
- F. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

§ 89-8 NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department or company providing firefighting services for a property within this Town shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

**§ 89-9 UNSAFE BUILDINGS, STRUCTURES, AND
EQUIPMENT AND CONDITIONS OF
IMMINENT DANGER.**

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Town shall be identified and addressed in accordance with the procedures established by Chapter 90 of the Town Code of the Town of Rotterdam, as now in effect or as hereafter amended from time to time, and its successor(s).

§ 89-10 OPERATING PERMITS.

A. Operating Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

1. Manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;
2. Buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:
 - a. Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;
 - b. Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;

- c. Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;
- d. Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;
- e. Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;
- f. Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;
- g. Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;
- h. Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an Operating Permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;

- i. Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;
 - j. Chapter 56, "Explosives or Fireworks." Possessing, manufacturing, storing, handling, selling, or using explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;
 - k. Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;
 - l. Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and
 - m. Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle.
- 3. Energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.
 - 4. Buildings containing one or more assembly areas;
 - 5. Outdoor events where the planned attendance exceeds 1,000 persons;
 - 6. Facilities that store, handle or use hazardous production materials;
 - 7. Parking garages as defined in section 89-13 of this Chapter;

8. Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by the Town Board; and
9. Other processes or activities or for operating any type of building, structure, or facility as determined by the Town Board.

Any person who proposes to undertake any activity or to operate any type of building listed in this Paragraph A shall be required to obtain an Operating Permit prior to commencing such activity or operation.

B. Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Personnel reviewing the application deems sufficient to permit a determination by the Code Enforcement Personnel that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Personnel determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Personnel, as the expense of the applicant.

C. (Reserved).

D. Inspections. The Code Enforcement Personnel shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the

remote inspection shows to the satisfaction of the Code Enforcement Personnel that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the Town sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the Operating Permit shall be issued, or the Operating Permit holder shall be notified as to the manner which the premises fail to comply with either or both of the Uniform Code or code enforcement program, including a citation to the specific provision or provisions that have not been met.

E. Multiple Activities. In any circumstance in which more than one activity listed in Paragraph A of this section is to be conducted at a location, the Code Enforcement Personnel may require a separate Operating Permit for each such activity, or the Code Enforcement Personnel may, in their discretion, issue a single Operating Permit to apply to all such activities.

F. Duration of Operating Permits. Operating Permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed the following:

1. 180 days for tents, special event structures, and other membrane structures;
2. 60 days for alternative activities at a sugarhouse;
3. 3 years for the activities, structures, and operations determined per subparagraph 9 of Paragraph A of this section, and
4. 1 year for all other activities, structures, and operations identified in Paragraph A of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application, payment of the applicable fee, and approval of such application by the Code Enforcement Personnel.

G. Revocation or suspension of Operating Permits. If the Code Enforcement Personnel determines that any activity or building for which an Operating Permit was issued does not comply with an applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

H. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for an Operating Permit, for an amended Operating Permit, or for reissuance or renewal of an Operating Permit.

§ 89-11 FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS.

A. Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Personnel at the following intervals:

1. At least once every 12 months for buildings which contain an assembly area;
2. At least once every 12 months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and
3. At least once every 36 months for multiple dwellings and all nonresidential occupancies.

B. Remote inspections. At the discretion of the Code Enforcement Personnel, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Personnel that the premises conform to the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference, as may be in effect from time to time and their successor(s), and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference, as may be in effect from time to time and their successor(s). Should a remote inspection not afford the Code Enforcement Personnel sufficient information to make a determination, an in-person inspection shall be performed.

C. Inspections permitted. In addition to the inspections required by Paragraph A of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Personnel at any time upon:

1. The request of the owner of the property to be inspected or an authorized agent of such owner;
2. Receipt by the Code Enforcement Personnel of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or
3. Receipt by the Code Enforcement Personnel of any other information, reasonably believed by the Code Enforcement Personnel to be reliable, giving rise to reasonable cause to believe that conditions or

activities failing to comply with the Uniform Code or Energy Code exist;

Provided, however, that nothing in this Paragraph shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

D. OFPC Inspections. Nothing in this section or in any other provision of this Chapter shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b. Notwithstanding any other provision of this section to the contrary, the Code Enforcement Personnel may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an Inspector, provided that:

1. The Code Enforcement Personnel is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e), as in effect from time to time and its successor(s);
2. The Code Enforcement Personnel is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;
3. Such inspections are performed no less frequently than once a year;

4. A true and complete copy of the report of each such inspection is provided to the Code Enforcement Personnel; and
 5. Upon receipt of each such report, appropriate action prescribed by section 89-17 (Violations) of this Chapter is taken by Code Enforcement Personnel.
- E. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid prior to or at the time each inspection performed pursuant to this section. This Paragraph shall not apply to inspections performed by the OFPC.

§ 89-12 COMPLAINTS.

The Code Enforcement Personnel shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this Chapter, or any other local law, ordinance, or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Personnel may deem to be appropriate:

- A. Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- B. If a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with the notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 89-17 (Violations) of this Chapter;
- C. If appropriate, issuing a Stop Work Order;

- D. If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§ 89-13 CONDITION ASSESSMENTS OF PARKING GARAGES.

A. Definitions. For the purposes of this section:

1. The term “condition assessment” means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
2. The term “deterioration” means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element of building component;
3. The term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:
 - a. Buildings in which the only level used for parking or storage of motor vehicles is on grade;
 - b. An attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
 - c. A townhouse unit with attached parking exclusively for such unit;

4. The term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;
 5. The term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.
 6. The term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and
 7. The term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.
- B. Condition Assessments – General Requirements. The owner/operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in Paragraph C of this section, periodic condition assessments as described in Paragraph D of this section, and such additional condition assessments as may be required under Paragraph E of this section. Each condition assessment shall be conducted by or under the direct supervision of

a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Town, in accordance with the requirements of Paragraph F of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

C. Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

1. Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a Certificate of Occupancy or Certificate of Compliance being issued for the structure.
2. Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:
 - a. If originally constructed prior to January 1, 1984, then prior to October 1, 2019;
 - b. If originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
 - c. If originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.
3. Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to July 1, 2023.

D. Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments not less frequently than every 3 years.

E. Additional Condition Assessments.

1. If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under Paragraph D of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.
2. If the Code Enforcement Personnel becomes aware of any new or increased deterioration which, in the judgment of the Code Enforcement Personnel, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under Paragraph D of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Code Enforcement Personnel to be appropriate.

F. Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Code Enforcement Personnel within 30 days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

1. An evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
2. An evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
3. An evaluation and description of the unsafe conditions;
4. An evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;
5. An evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
6. An evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;

7. The responsible professional engineer's recommendation regarding preventative maintenance;

8. Except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she has reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and

9. The responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

G. Review of Condition Assessment Reports. The Code Enforcement Personnel shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Code Enforcement Personnel shall, by Order to Remedy or such other means of enforcement as the Code Enforcement Personnel may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that

cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to Paragraph F of this section. All repair and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Code Enforcement Personnel to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

- H. The Town shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Town with a written statement attesting to the fact that he or she has been so engaged, the Town shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Town shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.
- I. This section shall not limit or impair the right or the obligation of the Code Enforcement Personnel:
 - 1. To perform such construction inspections as are required by section 89-5 (Construction Inspections) of this Chapter;
 - 2. To perform such periodic fire safety and property maintenance inspections as are required by section 89-11 (Fire Safety and Property Maintenance Inspections) of this Chapter;

3. To take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Code Enforcement Personnel by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

§ 89-14 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

A. The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within the Town as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

1. Design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;
2. Heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
3. Flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management

Agency in the Flood Insurance Study for the community, as amended or revised with:

- a. The accompanying Flood Insurance Rate Map (FIRM);
 - b. Flood boundary and Floodway Map (FBFM); and
 - c. Related supporting data along with any revisions thereto.
- B. The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to Paragraph A of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

§ 89-15 RECORDKEEPING.

- A. The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:
1. All applications received, reviewed and approved or denied;
 2. All plans, specifications and construction documents approved;
 3. All Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
 4. All inspections and tests performed;
 5. All statements and reports issued;

6. All complaints received;
7. All investigations conducted;
8. All condition assessment reports received;
9. All fees charged and collected; and
10. All other features and activities specified in or contemplated by sections 89-4 through 89-14 inclusive of this Chapter.

B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

§ 89-16 PROGRAM REVIEW AND REPORTING.

- A. The Code Enforcement Officer shall annually submit to the Town Board a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 89-15 (Recordkeeping) of this Chapter and a report and summary of all appeals or litigation pending or concluded.
- B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of the Town, on a form prescribed by the Secretary of State, a report of the activities of the Town relative to the administration and enforcement of the Uniform Code.
- C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and

complete copies of the records and related materials the Town is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

§ 89-17 VIOLATIONS.

A. Orders to Remedy. The Code Enforcement Personnel is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this Chapter. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Personnel; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this Chapter; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this Chapter which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied;

and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this Chapter or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Personnel may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Personnel shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within 5 days after the date of the Order to Remedy. The Code Enforcement Personnel shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the order.

B. Appearance Tickets. The Code Enforcement Personnel are authorized to issue appearance tickets for any violation of the Uniform Code.

C. Penalties. In addition to such other penalties as may be prescribed by State law,

1. Any Person who violates any provision of this Chapter or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter, shall be

punishable by a fine of not less than \$500 nor more than \$1,000, or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense committed within 5 years of another offense of this Chapter, a fine not less than \$1,000 nor more than \$1,500, or imprisonment for a period not to exceed 15 days, or both; and upon conviction of a third or subsequent offense committed within 5 years of two other offenses of this Chapter, a fine of not less than \$1,500 nor more than \$2,000, or imprisonment for a period not to exceed 15 days, or both. Each day of continued violation shall constitute a separate, additional offense; and

2. Any Person who violates any provision of the Uniform Code, the Energy Code or this Chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter, shall be liable to pay a civil penalty of not more than \$250 for each day or part thereof during which such violation continues. The civil penalties provided by this subparagraph shall be recoverable in an action instituted in the name of the Town.

D. Injunctive Relief. An action or proceeding may be instituted in the name of the Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this Chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter. In particular,

but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this Chapter, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this Chapter, an action or proceeding may be commenced in the name of the Town in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 89-6 (Stop Work Orders) of this Chapter, in any other section of this Chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of Section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

§ 89-18 FEES.

A fee schedule shall be established by resolution of the Town Board. Such fee schedule may thereafter be amended from time to time by resolution. The fees set forth therein, or determined in accordance therewith,

shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Personnel described in or contemplated by this Chapter.

§ 89-19 INTERMUNICIPAL AGREEMENTS.

The Town Board may, by resolution, authorize the Supervisor to enter into an agreement in the name of the Town, with other governments to carry out the terms of this Chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 4

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 5

This Local Law is enacted pursuant to the New York Municipal Home Rule Law.

SECTION 6

This Law shall become effective upon filing with the New York Secretary of State.

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

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

I hereby certify that the local law annexed hereto, designated as Local Law No. ____ of 2023 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2023 in accordance with the applicable provisions of law.

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

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

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

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

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

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

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

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

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

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

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

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

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

(Seal)

Date: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Introductory Local Law No. 1 of 2023 - A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam			
Project Location (describe, and attach a location map): Town of Rotterdam			
Brief Description of Proposed Action: The proposed action would renumber and amend current Chapter 154 (currently entitled "Housing and Building Standards") of the Town Code of the Town of Rotterdam to update the Town's local code enforcement and building code administration law to align it with recently enacted and effective State regulations providing minimum requirements for local code enforcement programs.			
Name of Applicant or Sponsor: Town Board of the Town of Rotterdam		Telephone: 518-355-7575	
		E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Boulevard			
City/PO: Rotterdam		State: NY	Zip Code: 12306
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☐
			YES ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO ☐
			YES ☐
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☐	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☐	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☐	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☐	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☐	☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☐	☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☐	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town Board of the Town of Rotterdam</u> Date: _____		
Signature: _____ Title: <u>Town Supervisor</u>		

Introductory Local Law No. 1 of 2023

A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam

Narrative

(See Short Environmental Assessment Form Part 1, Question 1)

The intent of the proposed action is to update the Town's code enforcement and building code administration program to align it with current New York State regulatory requirements, which provide minimum requirements for such programs. The changes that would result from enactment of Introductory Local Law No. 1 of 2023 would include:

- Retitling and renumbering the relevant Chapter of the Code from Chapter 154, "Housing and Building Standards", to Chapter 89, "Building Code Administration and Code Enforcement Program".
- Updating the circumstances in which a building permit is required and when a building permit is not required to conform to current State regulatory requirements.
- Provide submission and document requirements for building permit applications that conform to current State regulatory requirements.
- Provide for construction inspections that conform with current State regulatory requirements, and to allow for remote inspections where appropriate.
- Provide updated regulations regarding issuance of Stop Work Orders, including the circumstances under which they are issued, the contents thereof, the manner of service, and the effect thereof.
- Providing the circumstances under which a Certificate of Occupancy or Certificate of Compliance is required and issued, the contents thereof, and providing for temporary Certificates in appropriate cases.
- Providing for notification regarding fire or explosion by fire departments/fire companies to the Code Enforcement Officer.
- Providing reference to how unsafe buildings, etc., are handled under the Town Code.
- Providing the circumstances under which operating permits are required and issued, documentation and submission requirements for such permits, inspection requirements, and periods of duration of such permits, in accordance with current State regulatory requirements.
- Providing for Fire Safety and Property Maintenance Inspections as required under State regulatory requirements and authorizing remote inspections where appropriate.
- Providing a procedure for review of complaints.
- Providing for initial and periodic condition assessments of parking garages as mandated under State regulatory requirements.
- Providing for the determination of climatic and geographic design criteria for buildings and structures, including ground snow load, wind design loads, seismic category, potential damage from weathering, frost, and termite, winter design temperature, ice

barrier underlayment requirements, air freezing index, mean annual temperature, heating/cooling equipment design criteria, flood hazard areas, flood hazard maps, and supporting data.

- Providing requirements relating to recordkeeping in accordance with current State regulatory requirements.
- Providing for annual and other review and reporting requirements of business conducted as part of the Code Enforcement program.
- Providing procedures and mechanisms for correction and enforcement of violations.

The proposed action is not expected to adversely impact the environment.

RESOLUTION NO. 81.23

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 2
OF 2023 AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT
AND RECOMMENDATION**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 2 of 2023 to allow for microbreweries, microwineries and microdistilleries by Special Use Permit, in the Town Agriculture (A-1) Zoning District.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 2 of 2023 is a Type I action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.4 (b) (2), that there are no other involved agencies (as that term is defined under the SEQRA regulations) other than the Town Board, and therefore declares itself as lead agency for purposes of conducting the SEQRA review and authorizes the Supervisor or her designee to execute Part 1 of the Full Environmental Assessment Form..

SECTION 3. The Town Board hereby refers Introductory Local Law No. 2 of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. This resolution shall become effective February 8, 2023.

DATED: February 8, 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: January 24, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: Peter Comenzo, Sr. Planner *PC*

TITLE OF REQUEST: Public petition to the Town Board to consider the adoption of updates to the Town Zoning Code relating to the allowance of microbreweries, microwineries and microdistilleries in the Agriculture (A-1) Zoning District.

TOWN BOARD MEETING: February 8, 2023

Background Information: The Town has received an inquiry regarding the allowance for the location of a microbrewery in the Town of Rotterdam. Although potentially an agriculture related use, the current Town Zoning Code does not permit this type of manufacturing, sale, or consumption in the Agriculture (A-1) Zone. The Town Board of the Town of Rotterdam should determine if they would like to consider an amendment to Chapter 270 of the Town Code of the Town of Rotterdam, which would permit and regulate microbreweries, microwineries and microdistilleries.

Evaluation/Analysis: Chapter 270-174(b) requires the Town Board to refer amendments to Planning Board for a report and recommendation. Microbreweries and similar type uses have become popular over the last 20 years and many are in more rural areas.

Recommendation(s): The Town Board should refer the proposed amendment to the Planning Board for a Report and Recommendation to allow for microbreweries, microwineries and microdistilleries in the Town Agriculture (A-1) Zoning District.

Attachment/Document(s): Draft Local Law of the Year 2023
Letter from Laurel Boser and Eli Beaudin received 1/20/23

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Rotterdam Town Code Chapter 270

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Suggested Amendments to Town Code to allow microbreweries, microwineries and microdistilleries.

Add to Town Code **Chapter 270-5. Definitions**

MICROBREWERY

A small brewery that produces beer and ale for sale on and/or off site. For the purposes of this chapter, a microbrewery is limited to a production of no more than 10,000 barrels per year. On-site consumption is not allowed, other than sample tasting by customers shopping on site.

MICRODISTILLERY

A small, often boutique-style facility for the production, packaging and sampling of beverages with alcoholic and/or nonalcoholic content, usually produced in single batches, for retail or wholesale distribution. For the purposes of this chapter, a farm distillery is a type of microdistillery, and is regulated herein as such.

MICROWINERY

A small wine producer that does not have its own vineyard, and instead sources its grape production from outside suppliers. Microwineries produce wine for sale on and/or off site. For the purposes of this chapter, a microwinery is limited to a production of no more than 2,000 barrels per year. On-site consumption is not allowed, other than sample tasting by customers shopping on site.

Add to Town Code **Chapter 270-18. Special Uses**

(O) Microbreweries, microwineries and microdistilleries.

RESOLUTION NO. 82.23

**TO EXTEND THE BID CONTRACT FOR TREE CUTTING AND REMOVAL
SERVICES WITH HARMONY TREE SERVICE LLC**

WHEREAS, on April 13, 2022, the Town Board of the Town of Rotterdam passed resolution 130.22 awarding the Tree Cutting and Removal Services to Harmony Tree Service LLC, and within the bid packet under general requirements, section 5 it is noted that at the mutual consent of both the Town and the Contractor, the term of the contract and or bid price may be extended to a second or third year; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes to extend the awarded bid contract for Tree Cutting & Removal Services, with Harmony Tree Service LLC of 350 Mariaville Rd. Rotterdam, New York 12306 through April 13, 2024, in the amount(s) not to exceed the original agreement prices set forth in Certified Resolution #130.22 dated April 13, 2022.

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

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

DATED: February 8, 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: January 30, 2023

TO: Mollie Collins, Town Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Agreement to Extend Awarded Bid Contract for Tree Cutting & Removal Services

TOWN BOARD MEETING: February 8, 2023

Background Information: Last year Harmony Tree Service LLC was awarded the Tree Cutting & Removal Service bid, Cert. Res. #130.22.

Evaluation/Analysis: In the bid packet under General Requirements, paragraph #5, it offers the extension of a contract for a 2nd or 3rd year based on the mutual agreement of the Town and awarded Contractor.

Recommendation(s): To extend the 2022 Tree Cutting & Removal Services Contract with Harmony Tree Services LLC of 350 Mariaville Rd. Rotterdam, NY 12306 for a second year until April 13, 2024.

Attachment/Document(s): Harmony Tree Service LLC 2022 bid packet, Certified Resolution #130.22, Letter of interest to extend bid from Harmony Tree Service, & Agreement to extend contract.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

BID FORM

1. Unit Price Bid Amount

For work of this Contract, which consists of the cutting and removal of trees in the Town of Rotterdam, as directed by the Highway Superintendent or the Acting Director of Public Works, in accordance with the terms and conditions noted herein, complete according to the following price schedule:

1 Item	2 Description	3 Hourly Rate/ Worker	x	4 No. of Workers	x	5 Crew Hourly Rate (=Col. 3 x Col. 4)	6 Hours/ Day	7 Daily Rate (=Col. 5 x Col. 6)	
A	Tree Cutting & Removal Labor Costs	154.97	x	3	=	464.91	x 8 hrs./day	\$ 3,719.28	
B	Bucket Truck Rental						x 8 hrs./day	\$ 0.00	
C	Chipper Equipment Rental						x 8 hrs./day	\$ 0.00	
D	Tree Removal Truck (rack or comparable)						x 8 hrs./day	\$ 0.00	
E	Logging Truck						x 8 hrs./day	\$ 0.00	
F	Crane Rental						x 8 hrs./day	\$ 1,200.00	
G	Total Cost Per Day (Sum of Daily Rates for A, B, C, D and E From Column 7)							\$ 3,719.28	

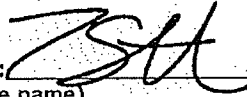
Determination of the lowest responsible bid will be based on the total cost/day (Item F in the Bid Form, above), however, charges for services provided will be based on actual hours worked, multiplied by the hourly rate entered on the bid Form in Columns 3 and 5, and as verified by the Highway Superintendent or the Acting Director of Public Works.

The size of the labor crew may vary depending on the size and complexity of the tree to be removed. The successful lowest responsible bidder must obtain Highway Superintendent or Acting Director of Public Works approval for the intended crew size prior to commencing any work. For billing purposes, the hourly labor rate, as provided by the successful lowest responsible bidder in Column 3 of the Bid Form will be the basis for labor charges for services provided.

All work will be performed during normal working hours of the Town of Rotterdam Highway Department or Rotterdam Department of Public Works, unless exceptions are granted by the Highway Superintendent or the Acting Director of Public Works. In these cases, premium overtime rates will not be paid for work performed outside of normal working hours.

In the hourly rate (Column 3), Bidders should include all necessary supplies, materials and equipment used in the tree cutting operation, such as chain saws, ropes, tree climbing equipment, etc.

- The lowest responsible bidder will be allowed to use the disposal facilities of the Town of Rotterdam, at no charge, for chips produced from trees removed under the terms of this contract.
- Depending on the availability of Town equipment and staff, the Highway Superintendent or the Acting Director of Public Works may elect to supply some of the labor and equipment to assist with the tree cutting and removal operation. In these cases, the successful lowest responsible bidder will only charge for those items that are authorized and not provided by the Town of Rotterdam.
- For billing purposes, only those hours worked at the site will be considered, subject to verification by the Town of Rotterdam. Travel time, mobilization and demobilization, will not be included as hours worked on a specific tree removal job.
- The equipment rental rates (Items B-E) should not include labor costs, since they will be operated by the same staff included in Item A.

Signature: 
(print/type name)

Dated: 03/09/2022

(If Corporation Affix Corporate Seal)

3. Acknowledgment of Receipt of Addenda

Addenda #	Date	Contractor's Signature

4. Address/Telephone Number for Communications Regarding Bid

Name: Trevor W Stanton

Address: 350 Mariaville Rd, Schenectady, NY 12306

Telephone: 518-355-4700

5. Non-collusion Affidavit Signed (Section 04800)

☐ Yes

☐ No

Harmony
Tree

Town of Rotterdam

Specification and Bid Proposal For Providing

Tree Cutting & Removal Services

Bid Opening: March 23, 2022 at 10:30 a.m.

NOTICE TO BIDDERS

If the information does not have bona fide experience in this line of work, or in the Town's judgment, is not qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

Each bidder must submit with their bid, copies of Workers' Compensation insurance certificates, protective liability insurance and automobile liability insurance in the amount of \$1,000,000.00 The Town of Rotterdam should be named on both policies as additional insured.

The bidder whose bid has been accepted will be required to execute a contract within ten days from the date of service of a notice, delivered in person or mailed to the address given in the bid that the contract has been awarded to him. In the case of failure to execute the contract and meet all other stated requirements within the time stated, the bidder shall be deemed to have abandoned the contract.

At the time of opening of bids each bidder will be presumed to be fully aware of the bidding documents and to have read and to be thoroughly familiar with the specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid.

Bidders will comply with Section 103 of the General Municipal Law which states, in effect, that this contract may be cancelled without liability by the Town and the bidder may be disqualified to contract with any other municipality for a period of five years if the bidder, its officers or directors, when called before a Grand Jury to testify concerning any public transaction or contract, refused to sign a waiver of immunity.

In addition to the other provisions herein contained to be done or performed by the contractor as a part of this agreement, the said contractor certifies, pursuant to the provisions of Sec. 103-d of the General Municipal Law that: a) the bid has been arrived at by the bidder independently and has been submitted without collusions with any other vendor of materials, supplies or equipment of the type described in the invitation for bids; and b) the contents of the bid have not been communicated by the person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

Sealed proposals for the furnishing and delivery of the items as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board, will be opened at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam New York 12306 at 10:30 a.m. on March 23, 2022.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before 10:30 a.m. on March 23, 2022, the day of opening.
2. Electronic proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by 10:30 a.m. on March 23, 2022, 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 sources. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.
4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.
5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.
6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.
7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.
9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.
10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.
14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

GENERAL REQUIREMENTS:

1. It is the intent of this Request for Bids that all political subdivisions, and districts be entitled to make purchased of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.
2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; Automotive Coverage \$1 million.; Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named as additional insured. Proof of insurance must be submitted to the Town with bid package.
4. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the TOWN all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TOWN to procure a substitute contractor to satisfactorily complete the contract work.
5. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. At the mutual consent of both the Town and the Contractor, the term of the contract and or bid price may be extended to a second and third year.
6. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.
7. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.
8. Disqualifications
 - a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work

at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

- b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- c. Bids may be considered irregular and may be subject to rejection for the following reasons:
 - i. If bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.
 - ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

- 9. **Non-Collusive Bidding Certificate:** All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.

10. Bid Form

- a. Bid form is attached hereto.
- b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- c. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- e. All names must be printed or typed below the signature.
- f. The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- g. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

11. Bid Evaluation

- a. Bids shall remain valid until:
 - i. The execution of a contract by the Town
 - ii. The award of a purchase order by the Town
 - iii. As otherwise rejected by the Town; or
 - iv. 45 days after bid opening

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

12. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.
- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

13. Award of Bid

- a. Award will be made as determined to be in the best interest of the Town.
- b. All offers received shall be net cost to the Town. The Town shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
- c. The apparent successful Bidder will be issued a Notice of Award in the form of a Town purchase order or contract. Purchase orders are issued with an expected term of thirty (30) days from receipt of all items.
- d. The Town reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, County Contracts, or New York State Preferred Sources within its discretion.
- e. No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without prior written consent of the Town. In the event the contractor shall without prior written consent assign, transfer, convey, sublet, or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of an attachment against the Successful Bidder, the Town shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub leases shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

14. Delivery and Payment

- a. All bid prices shall include freight and shall be quoted F.O.B. destination.
- b. Town of Rotterdam operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the Town.
- c. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Bid Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Town.
- d. Orders will be placed on an "As Needed" basis by the Town. There will be no minimum order amounts required. Bids stipulating minimum quantity of dollar value orders may be rejected by the Town at its sole discretion.
- e. Prior to payment, the items furnished and or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
- f. THE TOWN IS NOT SUBJECT TO FEDERAL, STATE, OR LOCAL TAXES.

15. Indemnification: The successful bidder shall indemnify, save, and hold harmless the Town of Rotterdam, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

16. Anti-Discrimination Clause

- a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;
- b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;
- c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

SPECIFICATIONS

The Contractor will be responsible for furnishing all equipment, supplies, materials and manpower to properly cut and remove any and all trees so designated by the Highway Superintendent or the Acting Director of Public Works. It is the responsibility of the Contractor to properly and safely carry out this tree removal operation, and the Town assumes no responsibility for the method, technique, equipment or the safety of the Contractor's staff in the performance of this work.

The Contractor, once notified by the Highway Superintendent or the Acting Director of Public Works, that a tree is to be removed, must complete the tree removal project within five (5) working days. Once work is commenced, the Contractor must work continuously and expeditiously to complete the work.

Each tree will be removed to within 6" or less of the existing ground in close proximity of the tree stump, unless directed otherwise by the Highway Superintendent or the Acting Director of Public Works.

The Contractor will conduct the work in a professional, safe and workmanlike manner, and take due precautions to protect adjacent properties, including, but not limited to, overhead and underground utilities. The Contractor will remove from the site all tree parts and rake the area clean once completed. Any damage to private property caused by the Contractor's employees or equipment will be repaired and restored to its former condition, unless approved otherwise by the Highway Superintendent or the Acting Director of Public Works.

The Contractor must own and operate all necessary equipment to cut, trim and remove trees from any designated area. Such equipment will include, as a minimum:

- 1) An automated bucket truck to trim trees in hard to reach locations,
- 2) Branch and tree limb chipper equipment,
- 3) Hauling trucks to transport tree parts away from the site,
- 4) Logging equipment, including grabbers and logging trucks.

BID FORM

The BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Unit Prices and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda.

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

BIDDER has given the Town of Rotterdam written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Town of Rotterdam, if any, is acceptable to BIDDER.

This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract as stated in the foregoing Notice to Bidders, within fifteen days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract.

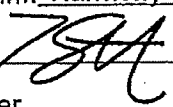
NON-COLLUSIVE BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 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 certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. 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.

The fact that the bidder (A) has published price lists, rates of tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or reviewed 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 of subparagraph (A)(1).

Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or 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 the 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 certification as to non-collusion as the act and deed of the corporation.

Name of Firm Harmony Tree Care Specialists LLC

Signed By 

Title Owner

Date 03/09/2022

**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 proposal of this corporation for
_____ Town
of Rotterdam, the certificate as to non-collusion and waiver of immunity clause
required by §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:

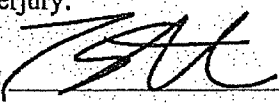
_____ Corporation at a meeting of its board of directors held on the
_____ day of _____, 2022 _____

(SEAL OF THE CORPORATION)

Signature of Corporate
Secretary

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

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

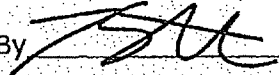
Signature of Individual: 

Date 03/09/2022

WAIVER OF 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 Prosecution or to answer any relevant question concerning the transaction, bid or contract:

Name of Firm Harmony Tree Care Specialists LLC

Signed By 

Title Owner

Date 03/09/2022

TOWN OF ROTTERDAM

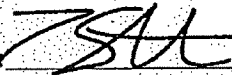
Acknowledgment and Agreement

Non-Discrimination and Harassment (including Sexual Harassment) in the Workplace

The undersigned bidder acknowledges that they received the Town of Rotterdam Non-Discrimination and Harassment (including Sexual Harassment) in the Workplace policy and agrees to abide by the policy as stated.

Name of Firm: Harmony Tree Care Specialists LLC

Signed by:



Title: Owner

Date: 03/09/2022

RESOLUTION NO. 130.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, April 13, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ACCEPT BIDS AND AWARD CONTRACTS FOR TREE CUTTING AND REMOVAL SERVICES

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, February 25, 2022 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:

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 does hereby accept and award the bid for Tree Cutting and Removal Services, for the Town of Rotterdam to Harmony Tree Service of 350 Mariaville Road Rotterdam New York 12306, in the amount not to exceed the daily rate/total cost per day (8 hours) of three thousand seven hundred nineteen and 28/100 dollars (\$3,719.28), and a crane rental fee of one thousand two hundred and 00/100 dollars (\$1,200) per 8-hour day, on an as needed basis. The above daily rate includes: Bucket Chipper rental (8 hours), Chipper Equipment rental (8 hours), Tree Removal Truck (8 hours) and Logging Truck (8 hours).

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 April 13, 2022.

DATED: April 13, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on April 13, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office:

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 18, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk



Harmony Tree Service Specialists LLC

350 Mariaville Rd

Schenectady, NY 12306

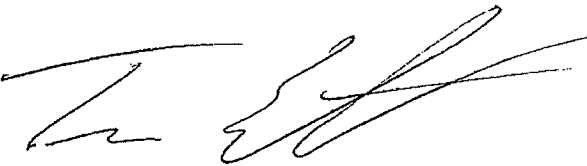
518-355-4700

Monday, January 30, 2023

To whom it may concern within the Town of Rotterdam,

Harmony Tree Service Specialists LLC is willing to extend our current tree work bid (for the year 2023) for one more bid year (2024). We are willing to keep the contract as is, without increasing any pricing.

Thank you,

A handwritten signature in black ink, appearing to read 'T. Stanton', with a stylized flourish at the end.

Trevor Stanton,

Owner, Harmony Tree Care Specialists LLC

Town of Rotterdam

Highway Department

54 Duaneburg Road, Rotterdam, New York 12306

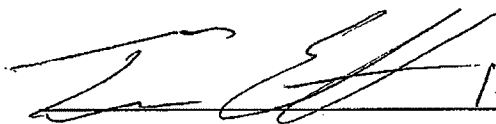


Agreement to extend the 2022 Bid contract for Tree Cutting and Removal Services

The Town of Rotterdam awarded the bid for Tree Cutting & Removal Services to Harmony Tree Service LLC on April 13, 2022, Certified Resolution #130.22. Both parties have agreed to extend the bid contract another 12 months per mutual agreement to abide by the original awarded bid contract. This bid may be eligible for extension beyond April 13, 2024, at the agreement of the Town and Harmony Tree Service LLC.

Town of Rotterdam Supervisor

Date

 1-12-30-23

Harmony Tree Service

Date

LLC Representative

RESOLUTION NO. 83.23

**REQUESTING BIDS FOR HIGHWAY MATERIALS:
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 hereby authorizes the Supervisor to call for bids for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 6th day of March 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**HIGHWAY MATERIALS: CONCRETE BLOCKS, CAPS, MANHOLE GRATES &
FRAMES**

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:00A.M., MONDAY,
MARCH 6, 2023**

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

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

DATED: February 8, 2023

BidNet: Please publish on February 10, 2023

Daily Gazette: Please publish once on February 11, 2023

Town Clerk Post

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

DATED: February 8, 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: January 27, 2023

TO: Mollie A. Collins, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for **Highway Materials: Concrete Blocks, Caps, Manhole Frames & Grates**

TOWN BOARD MEETING: February 8, 2023

Background Information: The awarded bid for Highway Materials: Concrete Blocks, Caps, Manhole Frames & Grates from last year will expire in April 2023.

Evaluation/Analysis: Re-bid according to Town Policy

Recommendation(s): To place on Town Board Meeting February 8, 2023

Attachment/Document(s): Bid Package

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Section 103

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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.***

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

Name of Company or Corporation

Address

City

State

Zip

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
6" CATCHBASIN STRETCHER			
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			
MANHOLE FRAMES SQUARE RISERS:			
26 1/4" X 26 1/4" X 1			
26 1/4" X 26 1/4" X 1			

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

Name of Firm: _____
Signed by: _____ Title: _____
Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 84.23

**REQUESTING BIDS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE,
GRAVEL, & SAND**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 6th day of March 2023, at 10:15 A.M., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL, & SAND

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:15 A.M., MONDAY,
MARCH 6, 2023**

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

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

DATED: February 8, 2023

BidNet: Please publish on February 10, 2023

Daily Gazette: Please publish once on February 11, 2023

Town Clerk Post

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

DATED: February 8, 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: January 27, 2023

TO: Mollie A. Collins, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for **Highway Materials: Crushed Limestone, Gravel, & Sand**

TOWN BOARD MEETING: February 8, 2023

Background Information: The awarded bid for Highway Materials: Crushed Limestone, Gravel, & Sand from last year will expire in April 2023.

Evaluation/Analysis: Re-bid according to Town Policy

Recommendation(s): To place on Town Board Meeting February 8, 2023

Attachment/Document(s): Bid Package

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Section 103

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Highway Department Request for Bids

Highway Materials: Crushed Limestone, Gravel, & Sand

***Bid Opening:
Monday, March 6, 2023, @ 10:15 a.m.***

TOWN OF ROTTERDAM
BID FORM

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

**HIGHWAY MATERIALS: CRUSHED LIMESTONE,
GRAVEL & SAND**

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON			
CRUSHED LIMESTONE SIZE 1A, PER TON			
CRUSHED LIMESTONE SIZE 1B, PER TON			
CRUSHED LIMESTONE SIZE 2, PER TON			
CRUSHED LIMESTONE SIZE 3, PER TON			
CRUSHED LIMESTONE SIZE RUBBLE, PER TON			
GRAVEL SIZE #1 STONE, PER TON			
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON			
GRAVEL SIZE BANK RUN, PER TON			
SAND, TYPE FILL SAND, PER TON			
SAND, TYPE ROAD SAND, PER TON			

Bidder shall honor bid price for one (1) year commencing on **April 13, 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 **10:15 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.

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: _____
Signed by: _____ Title: _____
Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

- **Harassment:** Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment:** Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 85.23

**REQUESTING BIDS FOR HIGHWAY MATERIALS:
WATERTIGHT & END SECTION, ROUND CORRUGATED PLASTIC PIPE, &
UNDERDRAIN PERFORATED PIPE**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Watertight & End Section, Round Corrugated Plastic Pipe, & Plastic Underdrain Perforated Pipe.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 6th day of March 2023, at 10:30 A.M., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**HIGHWAY MATERIALS: WATERTIGHT & END SECTION, ROUND CORRUGATED
PLASTIC PIPE, & PLASTIC UNDERDRAIN PERFORATED PIPE**

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:30 A.M., MONDAY,
MARCH 6, 2023**

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

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

DATED: February 8, 2023

BidNet: Please publish on February 10, 2023

Daily Gazette: Please publish once on February 11, 2023

Town Clerk Post

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

DATED: February 8, 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: January 27, 2023

TO: Mollie A. Collins, Supervisor

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Requesting Bids for **Highway Materials: Watertight & End Section, Round Corrugated Plastic Pipe, & Plastic Underdrain Perforated Pipe**

TOWN BOARD MEETING: February 8, 2023

Background Information: The awarded bid for Highway Materials: Watertight & End Section, Round Corrugated Plastic Pipe, & Plastic Underdrain Perforated Pipe from last year will expire in April 2023.

Evaluation/Analysis: Re-bid according to Town Policy

Recommendation(s): To place on Town Board Meeting February 8, 2023

Attachment/Document(s): Bid Package

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Section 103

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam

Highway Department Request for Bids

Highway Materials:

**Watertight & End Section, Round Corrugated Plastic
Pipe, and Plastic Underdrain Perforated Pipe**

Bid Opening:

Monday, March 6, 2023, @ 10:30 a.m.

TOWN OF ROTTERDAM
BID FORM

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

**HIGHWAY MATERIALS: WATERTIGHT & END
SECTION, ROUND CORRUGATED PLASTIC PIPE, &
PLASTIC UNDERDRAIN PERFORATED PIPE**

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

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

Signature

Name of Company or Corporation

Address

City

State

Zip

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
PIPE COLLAR BANDS & BOLTS 8" x 16 GA			
PIPE COLLAR BANDS & BOLTS 12" x 16 GA			
PIPE COLLAR BANDS & BOLTS 15" x 16 GA			
PIPE COLLAR BANDS & BOLTS 18" x 16 GA			
PIPE COLLAR BANDS & BOLTS 24" x 16 GA			
PIPE COLLAR BANDS & BOLTS 24" x 14 GA			
PIPE COLLAR BANDS & BOLTS 30" x 14 GA			
PIPE COLLAR BANDS & BOLTS 48" x 12 GA			
PIPE COLLAR BANDS & BOLTS 60" x 10 GA			
POLYETHYLENE SMOOTH INTERIOR PIPE, 12" x P33 OR P34			
POLYETHYLENE SMOOTH INTERIOR PIPE, 15" x GRADE P33 OR P34			
POLYETHYLENE SMOOTH INTERIOR PIPE, 18" x GRADE P33 OR P34			
POLYETHYLENE SMOOTH INTERIOR PIPE, 24" x GRADE P33 OR P34			
POLYETHYLENE SMOOTH INTERIOR PIPE, 30" x GRADE P33 OR P34			
POLYETHYLENE SMOOTH INTERIOR PIPE, 36" x GRADE P33 OR P34			
POLYETHYLENE PERFORATED PIPE, 12" x P33 OR P34			
POLYETHYLENE PERFORATED PIPE, 15" x P33 OR P34			
POLYETHYLENE PERFORATED PIPE, 18" x P33 OR P34			
POLYETHYLENE PERFORATED PIPE, 24" x P33 OR P34			
POLYETHYLENE PERFORATED PIPE, 30" x P33 OR P34			
POLYETHYLENE PERFORATED PIPE, 36" x P33 OR P34			

WATER TIGHT COUPLING & END SECTION, 12 x P33 OR P34			
WATER TIGHT COUPLING & END SECTION, 15 x P33 OR P34			
WATER TIGHT COUPLING & END SECTION, 18 x P33 OR P34			
WATER TIGHT COUPLING & END SECTION, 24 x P33 OR P34			
WATER TIGHT COUPLING & END SECTION, 30 x P33 OR P34			
WATER TIGHT COUPLING & END SECTION, 36 x P33 OR P34			
ROUND CORRUGATED PLASTIC PIPE, 8x16 GA, PER FOOT			
ROUND CORRUGATED PLASTIC PIPE, 12x16 GA, PER FOOT			
ROUND CORRUGATED PLASTIC PIPE, 15x16 GA, PER FOOT			
ROUND CORRUGATED PLASTIC, 18x16 GA, PER FOOT			
ROUND CORRUGATED PLASTIC PIPE, 24x16 GA, PER FOOT			
ROUND CORRUGATED PLASTIC PIPE, 24x14 GA, PER FOOT			
ROUND CORRUGATED PLASTIC PIPE, 30x14 GA, PER FOOT			
ROUND CORRUGATED PLASTIC PIPE, 48x12 GA, PER FOOT			
ROUND CORRUGATED PLASTIC PIPE, 60x10 GA, PER FOOT			
PLASTICUNDERDRAIN PERFORATED 8" x 16 GA, PER FOOT			
PLASTIC UNDERDRAIN PERFORATED 12" x 16 GA, PER FOOT			
PLASTIC UNDERDRAIN PERFORATED 15" x 16 GA, PER FOOT			
PLASTIC UNDERDRAIN PERFORATED 18" x 16 GA, PER FOOT			
PLASTIC UNDERDRAIN PERFORATED 24" x 16 GA, PER FOOT			
PLASTICUNDERDRAIN PERFORATED 30" x 14 GA, PER FOOT			
PLASTIC UNDERDRAIN PERFORATED 48" x 12 GA, PER FOOT			
PLASTIC UNDERDRAIN PERFORATED 60" x 10 GA, PER FOOT			
PLASTIC UNDERDRAIN PERFORATED 24" x 14 GA, PER FOOT			

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 **10:30 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 **10:30 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, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____
Signed by: _____ Title: _____
Signature: _____ Date: _____

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

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

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

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

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

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

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

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

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

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

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

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

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

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

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 86.23

**ADOPTION OF RPTL 466-a VOLUNTEER FIREFIGHTERS/AMBULANCE
WORKERS EXEMPTION**

WHEREAS, the Town of Rotterdam has offered the 466-a Volunteer Firefighters/Ambulance workers exemption which allowed the eligible applicants to receive a 10% reduction of assessment, capped at \$3,000.00; and

WHEREAS, recently passed legislation by the New York State Legislature removes the \$3,000.00 cap and allow for all taxing jurisdictions to adopt by resolution a local option of this law; and

WHEREAS, taxing jurisdictions that offer the similar exemption must adopt a local law, ordinance, or resolution no later than December 9, 2025; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the exemptions of RPTL 466-a, as amended on December 9, 2022, for Volunteer Firefighters and Ambulance workers.

SECTION 2. The Town Board of the Town of Rotterdam, hereby sets the RPTL 466-a exemption minimum years of service as two (2) years.

SECTION 3. The Town Board of the Town of Rotterdam, hereby adopts the RPTL 466-a lifetime exemption for members with 20 years or more of service.

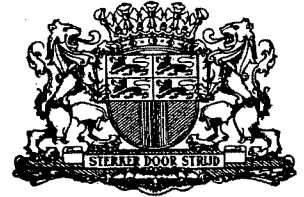
SECTION 4. This resolution shall become effective February 8, 2023.

DATED: February 8, 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: January 30, 2023

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Adoption of RPTL 466-a

TO BE PLACED ON TOWN BOARD AGENDA OF: February 8, 2023

TO BE PLACED ON TOWN BOARD MEETING OF: February 8, 2023

Background Information: The Town of Rotterdam has allowed for RPTL 466-e, which allows for a 10% exemption, capped at \$3,000, for volunteer firefighters and ambulance workers. NYS Legislature recently passed a modification to this law allowing for all taxing jurisdictions to adopt this exemption through local law, and removes the \$3,000 cap for those municipalities that already offer the exemption.

Evaluation/Analysis: For municipalities that already offer the exemption, the new law must be passed by local law, ordinance, or resolution no later than December 9, 2025.

Recommendation(s): Adoption of modified law for members with between 2-5 years of service, allow for members with 20 or more years of service to receive the lifetime exemption.

Attachment/Document(s): Copy of Chapter 670 of the Laws of New York, 2022

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): n/a

LEGISLATION WILL BE PREPARED BY: Town Attorney

LAWS OF NEW YORK, 2022

CHAPTER 670

AN ACT to amend the real property tax law, in relation to providing all local governments with the option to provide a property tax exemption to volunteer firefighters and volunteer ambulance workers; and to repeal various provisions of the real property tax law relating thereto

Became a law December 9, 2022, with the approval of the Governor.
Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 466-a to read as follows:

§ 466-a. Volunteer firefighters and volunteer ambulance workers. 1. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in any county shall be exempt from taxation to the extent of up to ten percent of the assessed value of such property for city, village, town, part town, special district, school district, fire district or county purposes, exclusive of special assessments, provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

2. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:

(a) the applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;

(b) the property is the primary residence of the applicant;

(c) the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and

(d) the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service, as determined by the governing body of a city, village, town, school district, fire district or county; provided, however, that such governing body shall establish a minimum service requirement for each applicant between two years of service and five years of service. It shall be the duty and responsibility of the governing body of each municipality, school district and/or fire district which adopts a local law, ordinance

EXPLANATION--Matter in italics is new; matter in brackets [-] is old law to be omitted.

CHAP. 670

2

or resolution pursuant to this section to determine the procedure for certification.

3. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within such county provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

4. Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption claimed under such statutes by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and

(b) such deceased volunteer had been an enrolled member for at least five years; and

(c) such deceased volunteer had been receiving the exemption prior to his or her death.

5. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption to an un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and

(b) such deceased volunteer had been an enrolled member for at least twenty years; and

(c) such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

6. Application for such exemption shall be filed with the assessor or other agency, department or office designated by the municipality, school district and/or fire district offering such exemption on or before the taxable status date on a form as prescribed by the commissioner.

7. No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the

provisions of this article on the effective date of this section shall suffer any diminution of such benefit because of the provisions of this section.

8. Any city, village, town, school district, fire district or county that currently, through local law, ordinance or resolution, provides an exemption from taxation for an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, such enrolled member and spouse, or an un-remarried spouse shall be authorized to continue to provide such exemption, provided however, such city, village, town, school district, fire district or county shall adopt a local law, ordinance or resolution to conform to the provisions of this section no later than three years after the effective date of this section.

9. Notice to affected municipalities. On or before December thirty-first, two thousand twenty-two, it shall be the duty of the commissioner or her or his designees to notify or cause to be notified, in a manner prescribed by the commissioner, the chief executive officer of each and any municipality in which former sections four hundred sixty-six-a, four hundred sixty-six-b, four hundred sixty-six-c, four hundred sixty-six-d, four hundred sixty-six-f, four hundred sixty-six-g, four hundred sixty-six-h, four hundred sixty-six-i, four hundred sixty-six-j, and four hundred sixty-six-k of the real property tax law apply, of the provisions of the chapter of the laws of two thousand twenty-two that added this section.

§ 2. Sections 466-a as added by chapter 617 of the laws of 1999, 466-b, 466-c, 466-d, 466-e, 466-f, 466-g, 466-h, 466-i, 466-j and 466-k of the real property tax law are REPEALED.

§ 3. This act shall take effect immediately; provided, however, that section two of this act shall take effect three years after the effective date of this act.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS
Temporary President of the Senate

CARL E. HEASTIE
Speaker of the Assembly

RESOLUTION NO. 87.23

**TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR
PROFESSIONAL ENGINEERING SERVICES FOR A ROOF REPLACEMENT
PROJECT AT THE ROTTERDAM SENIOR CITIZENS CENTER**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for a roof replacement project at the Rotterdam Senior Citizens' Center, located at 2639 Hamburg Street, Rotterdam New York 12306, for a lump sum not to exceed twenty thousand and 00/100 (\$20,000.00) dollars.

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

DATED: February 8, 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: February 2, 2023
TO: Mollie Collins, Town Supervisor
FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Proposal for Engineering Services- Rotterdam Senior Center Roof Replacement Project

TOWN BOARD MEETING: February 8, 2023

Background Information: The area of the building with the asphalt shingle roof system has exceeded its life expectancy, and is in need of replacement. The roofing system is failing and water is penetrating the structure causing significant damage. The metal fascia and soffits are also in poor condition, sections are missing, and the finish coatings are deteriorating.

Evaluation/Analysis: B&L proposes to remove the existing roofing shingles down to/and exposing the existing plywood substrate; and the metal fascia and soffits would be removed in their entirety. An ice and water barrier IS recommended over all the existing plywood substrate, finished with a new 30 year architectural asphalt shingle roof system. The fascia and soffits would be re-trimmed with a new metal system(s).

Recommendation(s): Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed \$20,000.00 for a roof replacement project.

Attachment/Document(s): Barton & Loguidice proposal dated January 23, 2023.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



January 23, 2023

Ms. Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Town of Rotterdam
Rotterdam Senior Center Roof Replacement Project
File: 704.4341

Dear Ms. Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide this letter proposal to the Town of Rotterdam (Town), for the Senior Center Improvements Project located at 2639 Hamburg Street, Rotterdam, New York. This proposed project is for professional services related to the replacement of a portion of the existing roof system at the Senior Center.

The building consists of existing upper and lower level flat roofs with a membrane roofing system. There is also a sloped/hipped roof of approximately 4,000 square feet that is an asphalt shingle roof system.

The area of the building with the asphalt shingle roof system has exceeded its life expectancy, and is in need of replacement. The roofing system is failing and water is penetrating the structure causing significant damage. The metal fascia and soffits are also in poor condition, sections are missing, and the finish coatings are deteriorating.

B&L proposes to remove the existing roofing shingles down to/and exposing the existing plywood substrate; and the metal fascia and soffits would be removed in their entirety. We would recommend an ice and water barrier over all the existing plywood substrate, finished with a new 30 year architectural asphalt shingle roof system. Additionally, the fascia and soffits would be re-trimmed with a new metal system(s).

Due to the notable water damage at the time of our last visit, when the existing roofing system is removed, a visual inspection should be performed to identify any plywood substrates that may be deteriorated and need replacement, prior to the installation of the new system(s). This scope is unknown at this time, and will be evaluated based on field conditions observed for any potential added cost.

B&L's services would include develop of Construction Documents for the Town's use in soliciting contractor bids for the replacement of the roofing system, fascia, and soffit trims, as indicated above. The Construction Documents would be formatted for one (1) single prime contract.



Scope of Professional Services

B&L offers the following Scope of Engineering Services for your consideration:

Design and Bidding Phase

1. Perform a detailed field edit of the roof to verify penetrations, utilities, location mechanical equipment and dimensions in order to implement the roof replacement.
2. Develop architectural and structural engineering design drawings for the roof replacement project based on the identified field edits.
3. Develop 95% Design Development drawings, contract bid documents, and technical specifications for the roof replacement project.
4. Submit the 95% Design Development drawings and specifications for review and comment.
5. Develop the final Contract Documents for the roof replacement project incorporating the applicable review comments received as a result of the 95% Design Development drawing review. Final Contract Documents for bidding the project by General Contractors will include Contract Drawings and Specification Book including General Conditions/Provisions, Bidding Documents, Contract Agreement, and Technical Specifications.
6. Assist the Town with distribution of the Contract Documents to prospective bidders for competitive public bidding of the project.
7. Assist with bidders' questions and addenda (if required) during the competitive bidding of the project.
8. Attend the pre-bid meeting and project walkthrough with the Town and potential bidders during the bidding phase.
9. Review the bids received and provide the Town with a bid summary and recommendation of award.

Construction Contract Administration Phase

B&L will provide basic construction contract administration during the roof replacement project. Construction administration services will include the following:

1. Preconstruction Meeting: Attend a Preconstruction Meeting prior to commencement of work at the site. Prepare and distribute associated meeting minutes.
2. Site Observation of Construction: Provide six (6) site observation to review the construction and the progress of Contractor's executed work.
3. Clarifications and Interpretations: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
4. Shop Drawings/Submittals Review: Review and approve or, take other appropriate action, in respect to shop drawings and samples and other data which the Contractor is required to submit.



5. Review potential Contractor change order proposals and make recommendations regarding scope and cost as related to the Contract.
6. Review Contractor payment applications and make recommendations regarding payment.
7. Provide one (1) site visit with the Town to review Contractor's punch list of minor work items to be completed.
8. Prepare and issue Notice of Substantial Completion along with recommendation for final payment.
9. Perform a final walkthrough of the project to confirm the project punch list is complete.

Fee Proposal

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Professional Services for the fees indicated below. Services will be provided in accordance with the Terms and Conditions as specified herein. Costs, including reimbursable expenses, travel, are broken down as follows:

<u>Service</u>	<u>Fee</u>	<u>Fee Type</u>
Design and Bidding Phase	\$10,000	Lump Sum
Construction Contract Administration Phase	\$ 6,500	Lump Sum
Hazardous Building Material Assessment (See Appendix A for Hazardous Material Assessment)	<u>\$ 3,500</u>	Lump Sum
Total:	\$20,000	

Exclusions and Assumptions

1. All field investigations will be performed in coordination with the Town's designated project representative. Full access to the roof level will be required at the time of the scheduled work.
2. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
3. Items that are excluded from our proposal, or which may be considered additional services, or are considered expenses, shall include, but not be limited to:
 - a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
 - b. Life Cycle Cost Analysis for systems alternatives.
 - c. FF&E and moveable equipment selections and specifications.
 - d. Special inspections are by others.
 - e. ComCheck, energy modeling, commissioning and testing of systems is excluded.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our Billing Rates for Calendar Year 2023, and/or B&L will prepare an itemized cost proposal for authorization by the Town.

Ms. Mollie Collins, Town Supervisor
Town of Rotterdam
January 23, 2023
Page 4



Please indicate your acceptance to this proposal by signing in the space provided below, and returning one copy of this letter to my attention by mail, or email, at your earliest convenience. We appreciate the opportunity to provide continued service to the Town of Rotterdam.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher'.

Donald H. Fletcher, P.E.
Senior Vice President

TRB/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Ms. Mollie Collins, Town of Rotterdam Supervisor

Date

APPENDIX A

Scope of Service Hazardous Building Material Assessment

Physically survey and sample suspect building roof materials located in all accessible areas facility. The building will be subject to a pre-renovation survey for ACM in accordance with NYSDOL ICR56 regulations. Our approach is defined below.

- Certified building inspectors will review, to the extent feasible, suspect ACM used in the construction of the building. This survey will include review of exterior materials. Some invasive survey methods will be used to access and locate potential concealed materials for sampling.
- Triplicate bulk samples will be collected from each homogeneous material in the building roofing system with the exclusion of non-friable organically bound materials (NOBs). Triplicate sampling is recommended by the U.S. EPA as a means of reducing erroneous findings due to random variations in asbestos content or analytical error. At least two samples of homogeneous NOBs will be collected and composited for analysis.
- Sample locations and asbestos containing materials will be recorded on single line CADD or hand-drawn diagrams (not to scale) by B&L inspectors. The drawings will be marked up to depict sample locations and material type.
- Asbestos containing products will be assumed to be ACM and will not be sampled based on the discretion of the project inspectors.
- Serial analysis will be performed on triplicate sets of samples at an appropriately accredited laboratory contracted by B&L. Bulk asbestos samples will be analyzed using the EPA interim method of dispersion staining/polarized light microscopy (PLM). The laboratory will analyze the first sample of each series (set). If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the series will be analyzed until a sample tests positive. If samples in a series test negative for asbestos, then the material will be considered asbestos-free. The laboratory will review samples in each set for similarity of materials. Where required, the laboratory will supplement the PLM method with the stratified point count technique.
- NOBs, which will include caulks, sealants, and roofing materials, found to be negative for asbestos by PLM, will be verified as negative by transmission electron microscopy (TEM). TEM analysis is the most definitive analysis for determination of asbestos in an NOB. NOB samples will be analyzed by an accredited TEM laboratory subcontracted by B&L.
- Analysis of any SFP and/or surfacing materials is contemplated by standard PLM analysis only. We will notify the Owner if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF-V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs

for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee does not include collection and analysis by this method.

- We will collect roof samples. We will patch any penetrations made by our inspectors with commercially available roof patch. We cannot be responsible for subsequent leakage.
- A report will be issued that will identify all materials sampled and the results of sampling for the property. The Pre-Renovation Survey report will identify survey methodologies. Extent of ACM shall be identified in tabular form and on electronic drawings. Laboratory reports, chain-of-custody forms, and pertinent data generated during the survey will be included in the report.

Lead- Based Paint Characterization

These services will include a limited sampling survey of painted surfaces to document lead content for determination of handling during construction. Our approach will include the following:

- Certified lead inspectors will perform a brief review of existing building components for suspect LBP and varnish. For the purposes of renovations, it is only necessary to remove and collect LBP that is not sufficiently adhered to its substrate.
- LBP sampling will be conducted by the collection of bulk samples. A bulk paint sampling survey will include the physical collection of predominant representative paint at the soffit and fascia systems. Paint samples will be analyzed by Atomic Absorption Spectrometry (AAS) for the presence of lead. Contractors disturbing paint containing lead are required to follow the OSHA Construction Standard for Lead (29 CFR 1926.62). This standard regulates paint if any detectable level of lead is determined to be present. All sample locations and results will be documented on available drawings. Referenceable regulatory levels for considering paint to be lead containing is 0.5% lead by weight or 1.0 milligrams per square centimeter (mg/cm²). Contractors' work that disturbs paint with any measurable level of lead must comply with the applicable OSHA standard. All sample locations and results will be documented.
- Once laboratory results determine lead content we will document the extent of LBP. A list of surfaces identified to be covered with LBP will be provided along with an estimate of loose and flaking paint.

Hazardous Building Material Assessment/Universal Waste

B&L will conduct an assessment of the building roof area for the presence of other materials that may require addressing prior to renovation. Sampling for mercury or PCB oil is not contemplated at this point. We will document the existence of said materials as observed. The results of the hazardous material assessment will be provided in the pre-renovation asbestos report. The location, content of materials where observed, and the required handling and disposal methods for each will be provided. Recommendations for further investigation and/or analytical sampling will also be included as necessary based on observations.



PCB Containing Caulk – There has been found to be a potential for PCBs (polychlorinated biphenyls) to be present in building materials, specifically caulking. We will sample representative exterior caulking for laboratory analysis in accordance with EPA Method 8082 for PCBs. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulk is identified.

Fee Summary

Barton & Loguidice, D.P.C., proposes to provide the above-described Scope of Services for a lump sum fee of Three Thousand Five Hundred Dollars (\$3,500).

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

RESOLUTION NO. 88.23

**TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR
PROFESSIONAL ENGINEERING SERVICES FOR A FEASIBILITY STUDY OF THE
TOWN COURT AND POLICE FACILITY**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for a feasibility study to be conducted at the Town Court and Police Facility, located at 101 Princetown Road, Rotterdam New York 12306, for a lump sum not to exceed fifty thousand and 00/100 (\$50,000.00) dollars.

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

DATED: February 8, 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: February 2, 2023

TO: Mollie Collins, Town Supervisor

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Proposal for Engineering Services- Town Court and Police Station Feasibility Study

TOWN BOARD MEETING: February 8, 2023

Background Information: The existing Town Courts and Police facility is outdated, undersized, it does not meet current handicapped accessible requirements, and lacks the program needs for the intendent services and functions of these departments.

Evaluation/Analysis: Barton & Loguidice will prepare a feasibility study to evaluate the Town Court and Police programs, based on three potential options consisting of the following: (1) renovation of the existing Town Court and Police facility with a building addition, on the current site, (2) Relocation of the Town Court and Police services to ViaPort Mall property, and (3) construction of an entirely new facility for the Town Court and Police services on a new suitable undetermined site, which would be purchased/acquired by the Town.

Recommendation(s): Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed \$50,000.00 for the feasibly study.

Attachment/Document(s): Barton & Loguidice proposal dated January 23, 2023.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



January 23, 2023
Rev #1 02/02/23

Ms. Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Town of Rotterdam
Town Court and Police Facility Feasibility Study
File: 704.4339

Dear Ms. Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide the Town of Rotterdam (Town) this proposal for professional services related to the feasibility study of the Rotterdam Town Court and Police facility.

This proposal is a result of our conversations and meetings with you and various personnel from the Town. The Town has indicated that the existing Town Courts and Police facility is outdated, undersized, it does not meet current handicapped accessible requirements, and lacks the program needs for the intendent services and functions of these departments.

The Town has requested the services of B&L to prepare a feasibility study to evaluate the Town Court and Police programs, based on three potential options consisting of the following: (1) renovation of the existing Town Court and Police facility with a building addition, on the current site, (2) Relocation of the Town Court and Police services to ViaPort Mall property, and (3) construction of an entirely new facility for the Town Court and Police services on a new suitable undetermined site, which would be purchased/acquired by the Town.

Our methodology during the feasibility study will be interactive and will incorporate the Town as an important part of the team. This will create a fully integrated approach that ensures that all options will be developed in accordance with the needs of the department's end users, and the Town's values, needs, and economic goals.

Scope of Services

B&L offers the following Scope of Services for your consideration:

1. Attend a project kick-off meeting with the Town to review the previously approved space programming (which was developed for the Viaport project), and establish lines of communication for general coordination of the project.



2. Utilizing the existing personnel data with existing space needs for each department, B&L will define the overall project programming. This will then be combined with forecasted personnel and operational requirements to determine spatial needs. Considerations for special equipment, interviewing, conferencing and meeting rooms, evidence and record storage, staff areas and functional requirements, and other specific space needs for the facility will also be incorporated to define the total project requirements.
3. B&L will summarize a study for evaluation of the three options indicated above that will meet the identified space and physical requirements.
4. The study will review project alternatives, future flexibility, cost effectiveness and pragmatic sustainability, as key factors for consideration.
5. B&L will provide necessary coordination and review meetings with the Town during development of the study.
6. B&L will prepare an estimate of probable construction costs for each of the three options, including costs for potential design alternatives. A summary matrix will be prepared, similar to the prior ViaPort project.
7. The Feasibility Study will be prepared in the following format:
 - Executive Summary
 - Introduction
 - Existing Building Facilities Assessment
 - Space Programming Assessment
 - Conceptual Design Options
 - Cost Analysis
8. B&L will submit a “draft” Feasibility Study to the Town and attend one (1) meeting at the Town to discuss and review the feasibility study.
9. Based on comments received from the “draft” Feasibility Study review meeting, B&L will make final modifications and updates to the study.
10. B&L will provide (1) meeting with Town to present the final Feasibility Study.

Fee Summary

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Professional Services for the fees indicated below. Services will be provided in accordance with the Terms and Conditions as specified herein:

<u>Service</u>	<u>Fee</u>	<u>Fee Type</u>
Feasibility Study	\$50,000	Lump Sum



Exclusions and Assumptions

1. All field work and investigations will be performed in coordination with the Town.
2. Review meetings will be conducted via Zoom video conferencing or similar platform, unless indicated otherwise.
3. The Town will provide building construction documents of the existing building(s) to B&L for the purpose of evaluating the feasibility study and studying potential renovations and additional to the building.
4. Based on discussions with the Town, no coordination services with the Office of Court Administration (OCA) is included. Should these services be required and requested by the Town, B&L will prepare a separate letter at such time these services are requested.
5. This proposal is based on the assumption that any changes resulting from the review submission will not require the wholesale redesign of previously completed programming work. In the event that significant changes become necessary during the design process, B&L will notify the Town and negotiate an appropriate adjustment in fee and schedule at that time.
6. Any additional services provided, including, but not limited to, additional survey work for non-identified areas as stated above, or revisions beyond that stated, or any other service not described herein shall be provided following negotiation/acceptance of additional fees.
7. Schematic design, design development, preparation of final construction documents, bidding assistance, and construction contract administration services are not included at this time. Should these services be desired and requested by the Town, B&L will prepare a separate proposal at such time these services are requested.
8. No subconsultant or subcontractor services are included. If determined necessary, and requested, these services will be provided by a subsequent proposal once the scope of services is established.
9. No site survey or assistance with regulatory permitting is included. If determined necessary, and requested, these services will be provided by a subsequent proposal once the scope of services is established.
10. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
11. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
12. Items that are excluded from our proposal, or which may be considered additional services, or are considered expenses, shall include, but not be limited to:
 - a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
 - b. Postage and mailing related to the project.
 - c. Life Cycle Cost Analysis and systems alternatives.
 - d. FF&E and moveable equipment selections and specifications.
 - e. Special inspections are by others.
 - f. ComCheck, energy modeling, commissioning and testing of systems is excluded.



- g. Evaluations for and development of LEED certification.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our Billing Rates for Calendar Year 2023, and/or B&L will prepare an itemized cost proposal for authorization by the Town.

If B&L is requested by the Town to obtain the services of a consultant(s), or provide work as an additional service in connection with the project, B&L shall be reimbursed for Consultant's fee expenses incurred in the interest of the project, plus profit of ten percent (10%).

Please indicate your acceptance to this proposal by signing in the space provided below, and returning one copy of this letter to my attention by mail, or email, at your earliest convenience. We appreciate the opportunity to provide continued service to the Town of Rotterdam.

If you have any questions, or wish to discuss any item within this proposal, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over the printed name.

Donald H. Fletcher, P.E.
Senior Vice President

TRB/MCF/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Ms. Mollie Collins, Town of Rotterdam Supervisor

Date

RESOLUTION NO. 89.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A1410 4270	FROM: Misc. Expense	-85.50
General	A1410 4801	INTO: Software	+85.50

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

DATED: February 8, 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: **February 2, 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 February 8, 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 February 8, 2023 and approve the transfer.

Attachment/Document(s): Memo from the Town Clerks Office.

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

TOWN OF ROTTERDAM

MEMORANDUM

DATE: January 30, 2023
TO: Mollie Collins, Supervisor
FROM: Diane M. Marco, Rotterdam Town Clerk
SUBJECT: Budget transfers

Please Transfer: A1410-4270 Misc Expense	-\$85.50
Into Line item: A1410-4801 Software	+\$85.50

**A1410-4801 BAS Software is short due to Edmunds Gov Tech (BAS program support) for 2023 went up \$85.50 and was only in 2023 budget for \$1,710.00

RESOLUTION NO. 90.23

TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR JANUARY 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of January 2023, has been placed on file and the Town Clerk's check in the amount of eight thousand three hundred seventy eight dollars and 94/100 (\$8,378.94) has been submitted to the Supervisor for deposit.

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

DATED: February 8, 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: **February 1, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **January 2023, \$8,378.94** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **February 8, 2023**

TO BE PLACED ON TOWN BOARD MEETING OF: **February 8, 2023**

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of **February 8, 2023**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

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

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	4	8.39
			Sub-Total:	\$8.39
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	85	1,190.00
Dog Licensing	Female, Unspayed	A2544	11	187.00
Dog Licensing	Male, Neutered	A2544	101	1,414.00
Dog Licensing	Male, Unneutered	A2544	19	323.00
Dog Licensing	Replacement Tags	A2544	2	6.00
			Sub-Total:	\$3,120.00
Ez pass	Ez Pass	A1255	2	50.00
			Sub-Total:	\$50.00
GENERAL LIC.	Waste Hauler Permit		56	4,200.00
			Sub-Total:	\$4,200.00
Late Fees	Late Fee -Dog Renewal	A1550	18	180.00
			Sub-Total:	\$180.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	5	87.50
			Sub-Total:	\$87.50
Misc	Impoundment Fees - Dogs	A1550	3	30.00
			Sub-Total:	\$30.00
MISC. FEES	Certified Copies	A1255	130	1,300.00
			Sub-Total:	\$1,300.00
Senior Discount	Senior Discount	A2544	66	-632.00
			Sub-Total:	-\$632.00
Town Portion	Games Chance Permits	A2530	4	40.00
			Sub-Total:	\$40.00
\$8378.94				
Total Local Shares Remitted:				\$8,383.89
Amount paid to:	NYS Ag. & Markets for spay/neuter program			276.00
Amount paid to:	NYS Environmental Conservation			143.61
Amount paid to:	State Comptroller for Games of Chance			60.00
Amount paid to:	State Health Dept. For Marriage Licenses			112.50
Total State, County & Local Revenues:			\$8,976.00	
		Total Non-Local Revenues:		\$592.11

To the Supervisor:

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

Mollie A. Collins

Supervisor

2/1/2023

Date

Diane M. Marco

Town Clerk

Date

-4.95
per
DAWN
to
correc
DEC
error

Monthly Worksheet of Daily Work

January 2023

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Total Rec Games of Chance	BINGO GAMES CHANCE	TOWN PORTION	EZ PASS
1/3/2023	\$201.00	\$0.00	\$0.00	\$0.00	\$131.00	\$15.00	\$116.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
1/4/2023	\$940.00	\$0.00	\$0.00	\$0.00	\$140.00	\$16.00	\$124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/5/2023	\$295.00	\$0.00	\$0.00	\$0.00	\$230.00	\$19.00	\$211.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
1/6/2023	\$235.00	\$0.00	\$0.00	\$0.00	\$120.00	\$12.00	\$108.00	\$0.00	\$0.00	\$0.00	\$75.00	\$45.00	\$30.00	\$0.00
1/9/2023	\$213.00	\$0.00	\$0.00	\$0.00	\$193.00	\$18.00	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/10/2023	\$131.00	\$0.00	\$0.00	\$0.00	\$141.00	\$14.00	\$117.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/11/2023	\$186.00	\$0.00	\$0.00	\$0.00	\$126.00	\$17.00	\$109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/12/2023	\$175.00	\$0.00	\$0.00	\$0.00	\$115.00	\$11.00	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/13-14/2023	\$1,545.00	\$0.00	\$0.00	\$0.00	\$135.00	\$9.00	\$126.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/17/2023	\$235.00	\$0.00	\$0.00	\$0.00	\$175.00	\$16.00	\$159.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/18/2023	\$470.00	\$25.00	\$23.62	\$1.38	\$100.00	\$11.00	\$89.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
1/19/2023	\$2,360.00	\$0.00	\$0.00	\$0.00	\$65.00	\$5.00	\$60.00	\$0.00	\$0.00	\$0.00	\$25.00	\$15.00	\$10.00	\$0.00
1/20/2023	\$193.00	\$0.00	\$0.00	\$0.00	\$63.00	\$6.00	\$57.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
1/23/2023	\$320.00	\$0.00	\$0.00	\$0.00	\$290.00	\$24.00	\$266.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/24/2023	\$388.00	\$0.00	\$0.00	\$0.00	\$138.00	\$19.00	\$119.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
1/25/2023	\$140.00	\$50.00	\$47.24	\$2.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/26/2023	\$220.00	\$25.00	\$23.62	\$1.38	\$85.00	\$10.00	\$75.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
1/27/2023	\$368.00	\$52.00	\$49.13	\$2.87	\$216.00	\$23.00	\$193.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/30/2023	\$161.00	\$0.00	\$0.00	\$0.00	\$151.00	\$16.00	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/31/2023	\$200.00	\$0.00	\$0.00	\$0.00	\$160.00	\$15.00	\$145.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
Audited by JB 1/31/23	\$8,976.00	\$152.00	\$143.61	\$8.39	\$2,774.00	\$276.00	\$2,488.00	\$200.00	\$112.50	\$87.50	\$100.00	\$60.00	\$40.00	\$50.00

7910765-8

DATE February 1, 2023 2892 29-7/213

1700 CENTRAL BLVD
ROTTERDAM, NY 12306

Mollie A. Collins Supervisor

8378.94

29-7/213

KeyBank  
KeyBank National Association
Signature: [Signature]
DOLLARS

KeyBank National Association
Revised January 2023

Mobile Deposit Safe

8840089811

11268200 11230077

John Clark

RESOLUTION NO. 91.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF JANUARY 25 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 January 25, 2023 town board meeting as attached.

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

DATED: February 8, 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: **February 1, 2023**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the
January 25, 2023 Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: **February 8, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **February 8, 2023.**

Background Information: Attached. To adopt the meeting minutes from the
January 25, 2023 Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of
February 8, 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

January 27, 2023

Certified Resolutions: #61-#80 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, January 25, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:35 p.m. Agenda review was adjourned at approximately 6:47p.m. All agreed to adjourn agenda review. Motion #4 was made by Councilmember Christou and seconded by Councilmember Dodson. Motion#5 was made by Christou and seconded by Dodson. The Town Board Meeting was adjourned at approximately 8:25 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

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**

January 25, 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

- Syracuse University Project Advance Policy Studies (PST101) @ Schalmont High School; Presentation on the Town of Rotterdam Water Issues.

PUBLIC HEARING

- To consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that that such organizations are either domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission. **PUBLIC HEARING CLOSED**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

4.23 Motion to close the public hearing.

5.23 Motion to go into executive session.

RESOLUTIONS

61.23 To appoint Jamie Green to the position of Deputy Court Clerk.

62.23 To recognize the introduction of Introductory Local Law No. 1 of 2023 and authorizing commencement of the review and adoption process.

63.23 To establish the position of Senior Heavy Equipment Mechanic.

64.23 Authorizing the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Senior Heavy Equipment Mechanic.

65.23 To establish the position of Accounts Payable/Receivable Clerk.

66.23 To authorize the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Accounts Payable/Receivable Clerk.

67.23 Call to bid for one (1) New Pak Mor r100c Smooth Side 20yd Body.

68.23 To authorize an agreement with Greenbriar Construction Services and Spectrum Environmental Associates, Inc. for the monitoring and removal of asbestos to the Babe Ruth Clubhouse.

69.23 To authorize an agreement with Tote Construction Services for temporary shoring of the Babe Ruth Clubhouse.

70.23 To authorize an agreement with Barton and Loguidice for professional engineering services for a pump station study.

71.23 To authorize an agreement with Barton & Loguidice for professional engineering services for consolidation of Sewer District No. 2 and its associated extensions/out of district users.

72.23 To approve budget transfers to the 2023 budget.

73.23 To amend Resolution No. 16.23 of the year 2023; Appoint Allison Kartner to the position of Information Processing Specialist 1 part time.

74.23 To authorize an agreement with Steve Rosen as the Tai Chi for Arthritis & Fall Prevention Teacher at the Rotterdam Senior Center.

75.23 To authorize an agreement with Ausfeld and Waldruff Land Surveyors LLP.

76.23 Call for bids for Chlorine Gas.

77.23 To authorize change order one (1) with Layne Christensen Co. for the cleaning and rehabilitation services of Well No. 2.

78.23 To authorize an agreement with Barton and Loguidice for Wastewater Treatment Plant Improvements-Supplement No. 2.

79.23 Accepting Town Board meeting minutes of January 1, 2023.

80.23 Accepting Town Board meeting minutes of January 11, 2023.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

- Personnel matter relating to employee No. 01252023 with invited guest, Labor Attorney Nathaniel J. Nichols.

ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 4.23

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, January 25, 2023 at 7:00 p.m., the following motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective January 25, 2023

DATED: January 25, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 25, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



MOTION 5.23

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, January 25, 2023 at 7:00 p.m., the following motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to go into executive session for a personnel matter relating to employee No.01252023 with invited guest, Labor Attorney Nathaniel J. Nichols.

SECTION 2. This motion shall become effective January 25, 2023

DATED: January 25, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 25, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 27, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 61.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT JAMIE GREEN TO THE POSITION OF DEPUTY COURT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jamie Green, of Broadalbin, New York 12025, is hereby appointed to the position of Deputy Court Clerk, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty thousand eight hundred thirty-eight and 29/100 (\$40,838.29) dollars, commencing January 26, 2023.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 62.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 1 OF 2023 AND AUTHORIZING COMMENCEMENT OF THE REVIEW AND ADOPTION PROCESS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 1 of 2023, which would update the Town Code Chapter governing the Town of Rotterdam's code enforcement and building code administration program to align with current New York State minimum requirements.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 1 of 2023 is an Unlisted Action under the State Environmental Quality Review Act, that there are no other involved agencies (as that term is defined under the SEQRA regulations) other than the Town Board, and therefore establishes itself as lead agency for purposes of conducting the SEQRA review.

SECTION 3. The Town Board hereby authorizes the Town Supervisor to execute the Part 1 of the Environmental Assessment Form, as prepared, for Introductory Local Law No. 1 of 2023.

SECTION 4. The Town Clerk 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 hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 8th day of February 2023 for the following purpose:

For receipt of comment on the potential enactment of Introductory Local Law No. 1 of 2023 to renumber and amend current Chapter 154 of the Town Code of the Town of Rotterdam, currently entitled "Housing and Building Standards", in order to update the local code enforcement and building code administration program of the Town of Rotterdam in accordance with 19 NYCRR § 1203.3.

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

DATED: January 25, 2023
Daily Gazette: Please publish once on January 28, 2023
Town Clerk
Post

SECTION 5. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 63.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ESTABLISH THE POSITION OF SENIOR HEAVY EQUIPMENT MECHANIC

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Senior Heavy Equipment Mechanic in the Town of Rotterdam in the non- competitive class of the civil service;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby establishes the position of Senior Heavy Equipment Mechanic, a position in the non-competitive class of the civil service.

SECTION 2. This resolution shall become effective January 25, 2023

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 64.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF SENIOR HEAVY EQUIPMENT MECHANIC

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Senior Heavy Equipment Mechanic in the Town of Rotterdam in the non-competitive class of the civil service; now.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective January 25, 2023

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 65.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ESTABLISH THE POSITION OF ACCOUNTS PAYABLE/RECEIVABLE CLERK

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Accounts Payable/Receivable Clerk in the Town of Rotterdam in the competitive class of the civil service; 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 hereby establishes the position of Accounts Payable/Receivable Clerk, a position in the competitive class of the civil service.

SECTION 2. This resolution shall become effective January 25, 2023

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 66.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

**TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM
OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL
SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF
ACCOUNTS PAYABLE/RECEIVABLE CLERK**

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Accounts Payable/Receivable Clerk in the Town of Rotterdam in the competitive class of the civil service; now

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 67.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

CALL TO BID FOR ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 7, 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., FEBRUARY 7, 2023**

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

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

DATED: January 25, 2023

BidNet: Please publish on January 27, 2023

Daily Gazette: Please publish once on January 28, 2023

Town Clerk Post

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 68.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH GREENBRIAR CONSTRUCTION SERVICES AND SPECTRUM ENVIRONMENTAL ASSOCIATES, INC. FOR THE MONITORING AND REMOVAL OF ASBESTOS TO THE BABE RUTH CLUBHOUSE

WHEREAS, On June 3, 2022, a motorist traveling southeast on Poutre Avenue was driving at a high rate of speed and struck a corner of the building causing significant damage, and upon investigating the damages, an asbestos survey was performed and was determined that approximately 500 SF of the basement ceiling has asbestos and needs to be removed before any repair work can be done; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Greenbriar Construction Services located at 49 Wilshire Drive, Albany, New York 12205, for the removal of asbestos in the basement ceiling of the Babe Ruth Clubhouse, in an amount not to exceed eighteen thousand six hundred eighty and 00/100 (\$18,680.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Spectrum Environmental Associates, Inc. located in Schenectady New York, 12301, for the required monitoring of asbestos removal in the basement ceiling of the Babe Ruth Clubhouse in an amount not to exceed six hundred and ninety and 00/100 (\$690.00) dollars per day.

SECTION 3. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 69.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH TOTE CONSTRUCTION SERVICES FOR TEMPORARY SHORING OF THE BABE RUTH CLUBHOUSE

WHEREAS, On June 3, 2022, a motorist traveling southeast on Poutre Avenue was driving at a high rate of speed and struck a corner of the Babe Ruth Clubhouse building causing significant damage and upon investigation, temporary shoring is needed prior to a permanent repair; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Tote Construction Services located at 3269 Guilderland Ave, Rotterdam, NY 12306, for the temporary shoring of the Babe Ruth Clubhouse, in an amount not to exceed eighteen thousand eight hundred seventeen and 20/100 (\$18,817.20) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



January 25, 2023

Town Board of the Town of Rotterdam

Town Clerk of the Town of Rotterdam

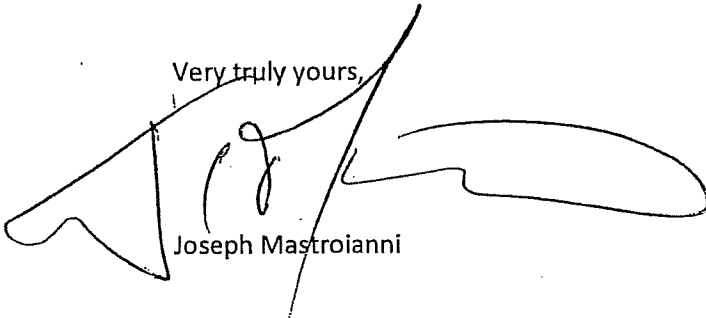
Re: Resolution No. 69.23

Dear Town Board Members and Town Clerk:

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Code of Ethics, I am disclosing to you that Resolution No. 69.23, currently on the agenda for the Town Board meeting scheduled for January 25, 2023, would enter into a contract with Tote Construction for temporary shoring of the Babe Ruth Clubhouse.

Because this Resolution would contract with Tote Construction whose owners are distant relatives of mine and I was also employed by them, I wish to recuse myself from any discussion or vote on this matter. I am asking that this be included within the agenda materials in advance of the meeting. I am also asking that this letter be included in the official record of the Town Board's January 25, 2023 meeting.

Very truly yours,



Joseph Mastroianni

RESOLUTION NO. 70.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR A PUMP STATION STUDY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services to conduct pump station studies for the Altamont Avenue Pump Station #1, Altamont Avenue Pump Station #2, White Birch Pump Station and Golub Pump Station, in an amount not to exceed thirty-six thousand and 00/100 (\$36,000.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 71.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON & LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR CONSOLIDATION OF SEWER DISTRICT NO. 2 AND ITS ASSOCIATED EXTENSIONS/OUT OF DISTRICT USERS

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 negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205 for professional engineering services of consolidating Sewer District No. 2 and its Associated Extensions/Out of District Users, for a lump sum total amount not-to-exceed \$39,600.00.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 72.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
S2	S28120 2000	FROM: Equipment	-6,750.00
S2	S28110 2000	INTO: SS2 Equipment	+6,750.00

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



Type text here

RESOLUTION NO. 73.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AMEND RESOLUTION NO. 16.23 OF THE YEAR 2023 APPOINT ALLISON KARTNER TO THE POSITION OF INFORMATION PROCESSING SPECIALIST 1 PART TIME

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

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$5,000

Covid Compliance

Megan Griffin Annual Stipend \$2,500

Social Media Administrator

Megan Griffin Annual Stipend \$2,000

CDL Trainer

Steve Skoda Annual Stipend \$1,000

Storm Water Officer

Ryan Coulter Annual Stipend \$3,500

Deputy Comptroller – Part Time

Paul Sebesta Hourly Rate \$100.00

School Traffic Officer

Floyd Rorick Hourly Rate \$15.00

(Maximum of 4 hours daily)

Clerk- Part Time(Highway)

Donna Larsen Hourly Rate \$19.50

Information Processing Specialist 1 Part Time

Allison Kartner Hourly Rate \$23.38

Storm Water Manager – Part Time

Mary Barrie Hourly Rate \$25.00

Water Treatment Plant Operator (1st on call)

Ian Bonthron Hourly Rate \$35.00

Water Treatment Plant Operator (2nd on call)

Clark Collins Hourly Rate \$35.00

Building Inspector – Part Time

Lloyd Denny Hourly Rate \$40.00

(2 days per week, 23 weeks maximum, not to exceed \$17,000 annually)

Bingo Inspector

William Purcell Hourly Rate \$15.00

Safety Inspector

Kathy Fisher Hourly Rate \$35.00

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 74.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH STEVE ROSEN AS THE TAI CHI FOR ARTHRITIS & FALL PREVENTION TEACHER AT THE ROTTERDAM SENIOR CENTER

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Steve Rosen of Schenectady New York, for the purpose of teaching a 12-week Tai Chi for Arthritis & Fall Prevention course at the Rotterdam Senior Center, in an amount not to exceed six hundred and 00/100 (\$600.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to accept a monetary sponsorship provided by MVP Health Care, located at 625 State Street, Schenectady, New York 12305, in the amount of six hundred and 00/100 (\$600.00) dollars to cover the teachers cost for the Tai Chi for Arthritis & Fall Prevention.

SECTION 3. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 75.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH AUSFELD AND WALDRUFF LAND SURVEYORS LLP

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 Ausfeld and Waldruff Land Surveyors LLP located at 323 Clinton Street, Schenectady, New York 12305, for the purposes of providing a field survey and base mapping for a section of Edgewood Avenue, from the intersection of Granville Avenue to 2703 Edgewood Avenue property, in the amount not to exceed four thousand eight hundred and 00/100 (\$4,800.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 76.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

CALL FOR BIDS FOR CHLORINE GAS

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

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 8, 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CHLORINE GAS

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:00 A.M., FEBRUARY 8, 2023

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

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

DATED: January 25, 2023

BidNet: Please publish on January 27, 2023

Daily Gazette: Please publish on January 28, 2023

Town Clerk Post

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 77.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

**TO AUTHORIZE CHANGE ORDER ONE (1) WITH LAYNE CHRISTENSEN CO. FOR
THE CLEANING AND REHABILITATION SERVICES OF WELL NO. 2**

**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. 1 with Layne Christiansen Co. located at 134-2 Layne Lane Schoharie NY 12157, for the purposes of Cleaning and Rehabilitation of Well No. 2, for an increase in the amount of ten thousand seven hundred fifty and 00/100 (\$10,750.00) dollars, for a total contract amount not to exceed forty nine thousand, fifty and 00/100 (\$49,050.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 78.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS-SUPPLEMENT NO. 2

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 Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services for the Wastewater Treatment Plant Improvements advancing to a 60% Schematic Design and plan preparation to 100% Design Documents stage, in an amount not to exceed four hundred seventy-five thousand and 00/100 (\$475,000.00) dollars, for a total contract amount not to exceed one million and 00/100 (\$1,000,000.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION 79.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

ACCEPTING TOWN BOARD MEETING MINUTES OF JANUARY 1, 2023

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

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

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 80.23

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, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

ACCEPTING TOWN BOARD MEETING MINUTES OF JANUARY 11, 2023

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 adopts the minutes of the January 11, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 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 January 25, 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 January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

