MEETING OF THE
ROTTERDAM TOWN BOARD

January 10, 2024
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

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

- To discuss the allowance to install an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located in the Aquifer Overlay Zone on, Tax Map No. 28.00-3-4, 661 River Road in Rotterdam, New York 12306.

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

51.24 Accepting Town Board meeting minutes.

52.24 To enact Introductory Local Law No. 1 of 2024; Establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

53.24 To accept revenue for Town Clerk's office for December 2023.

54.24 To approve budget transfers to the 2023 budget.

55.24 To authorize a release of retainage to CDE Electrical Inc.

56.24 To award bid for Police Uniforms and Equipment.

57.24 Call for bids for sodium hexametaphosphate

58.24 Call for bids for chlorine gas.

59.24 To negotiate and execute an agreement with Barton and Logudice for mold investigation and asbestos assessment for the Senior Center building.

60.24 To accept the Solar Facility Decommissioning Bond, in accordance with the code of the Town of Rotterdam, Section 270-153, of Rotterdam Renewables, LLC.

61.24 To negotiate and execute an agreement with Barton and Logudice for a Town Court and Police Facility Hazardous Materials Survey.

62.24 Call for bids for On-Call Fencing Construction and Repair Services.

63.24 Call for bids for On-Call Electrical Construction Services.

64.24 Call for bids for Generator Building Modifications.

65.24 Call for bids on the Sartoli Ave & Kings Road Drainage Improvements and Roadway Reconstruction.

66.24 To negotiate and execute Amendment #1 with Barton and Logudice for professional engineering services for the feasibility study of the Town Court and Police Facility.

67.24 To amend Resolution 17.24 of the year 2024; To appoint/reappoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.

68.24 To amend Resolution 21.24 of the year 2024; Authorizing and approving Purchasing Policy and Procedures.

MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

PUBLIC HEARING #1

1/10/24

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

TOWN OF ROTTERDAM

LOCAL LAW NO. 1 OF THE YEAR 2024

A LOCAL LAW TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022

SECTION 1. Authorization

This local law is enacted pursuant to the provisions of New York's Town Law and Municipal Home Rule Law.

SECTION 2. Title and Purpose

This law shall be known as and may be cited as Local Law No. 1 of 2024 and shall be referred to as the "Local Law Extending and Imposing Six-Month Moratorium on New Large-Scale Solar Use Projects in the Town of Rotterdam"

SECTION 3. Legislative Finding

The Town passed a Moratorium on Large-Scale Solar Use Projects that expires on December 16, 2023. The Town believes it is necessary to extend the Moratorium on new projects to enable the Town to continue to evaluate and possibly revise certain provisions of the Code. The proposed moratorium will not apply to projects that have previously obtained final approvals for Large-Scale Solar Use.

SECTION 4. Amendment

Local Law 9 of 2022, "A Local Law to Establish a 12- Month Moratorium on Solar Farms and Solar Power Plants", at Section 4(A) and 4(B) "Moratorium" shall be amended as follows:

A. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

B. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5. Validity and Severability

Should the removal of any word, section, clause, paragraph, sentence, part or provision of this local law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 6. Repeal, Amendment and Supersession of Other Laws

All other ordinances or local laws of the Town of Rotterdam which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect.

SECTION 7. Effective Date

This Local Law shall take effect immediately upon filing with the New York Department of State and shall remain in force and effect for a period of six (6) months from the date of such filing.

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 12-27-23
Case No. R-17-23
Returned 12-28-23

FROM: ☑ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality: Town of Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

ACTION:
☑ Zoning Code/Law Amendment
☐ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☐ Other (specify) Moratorium

PUBLIC HEARING OR MEETING DATE: January 1, 2024

SUBJECT: Town of Rotterdam – Solar Moratorium. Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regards to a 6 month moratorium on Solar Farms and Solar Power Plants.

REQUIRED ENCLOSURES:
1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Sr. Planner

Address: 1100 Sunrise Boulevard Schenectady, NY 12306

E-mail: pcomenzo@rotterdamny.org Phone: 518-355-7575 Ext 338

Signature Date: 12/27/23

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-17-23 Applicant Town Board

Referring Officer Peter Comenzo Municipality Rotterdam

Considerations: Amendment to previous local law extending a moratorium on the review and approval of large-scale solar projects for 6 additional months.

RECOMMENDATION

Receipt of zoning referral is acknowledged on December 27, 2023. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve**. Conditions:

☐ **Advisory Note:**

☐ **Disapprove**. Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

12/26/23
Date

Ray Gillen, Commissioner
Economic Development and Planning

2

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC37-2023
Moved by Mr. Collins seconded by Mr. Miglucci

Resolution Adopting a Report and Recommendation on a proposed Local Law for a six month extension on a Moratorium for Solar Farms and Solar Power Plants

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") is currently considering a six (6) month extension to Introductory Local Law No. 9 of 2022, a local law that established a 12-month moratorium on solar farms and solar power plants; and

WHEREAS, the Town Board referred the proposed local law to the Planning Commission on December 13, 2023 for a report and recommendation thereon; and

WHEREAS, the Planning Commission reviewed the proposed local law at its regularly scheduled meeting held on December 19, 2023; and

WHEREAS, the Planning Commission has deliberated on a proposed six (6) month extension on the moratorium on solar farms and solar power plants in the Town of Rotterdam;

NOW, THEREFORE, upon motion of Member Collins, seconded by Member Miglucci,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed moratorium extension:

   Local Law #9 of 2022 established a 12-month moratorium on the acceptance, review, continued review, holding of a hearing, or decision, on any application seeking approval under the Town of Rotterdam Zoning Code for solar farms or solar power plants, as those terms are defined in the Town's Zoning Code. In addition, the local law established a 12-month moratorium on the acceptance, consideration, review, continued review, and decision upon any site development permits or building permits for any solar farm or solar power plant, unless the solar farm or solar power plant underwent a review by the Town Planning Commission for special use permit and site plan approval and was granted those approvals prior to the effective date of the local law.

   The Town Board is considering a six-month extension to this moratorium. The purpose of the moratorium, as set forth in Section 2 of the local law, was to provide the Town Board with time, free of development pressure, to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible and whether and to what extent additional or different performance standards should be adopted, particularly considering the Town's update the Town's Comprehensive Plan. The Town also decided in

July 2022 to retain a consultant for the purpose of providing technical assistance in updating the Town's existing land use regulations for solar energy projects. This action was taken by the Town Board due to the increasing size of solar farm/solar power plant proposals over the last few years in relation to the Town's existing performance standards.

2. The Planning Commission hereby adopts a **positive recommendation** on the proposed six-month extension on the Solar Moratorium for the following reasons:

   The Planning Commission believes the moratorium extension is necessary to give the Energy Committee additional time to complete their work. It will also give the Town Designated Engineer and Town Staff additional time to review proposed updates to the Town Code. Additionally, it will give our Town Board time to assess whether large scale solar farms and solar projects provide benefits to the Town and its residents; to assess whether large scale solar farms and solar projects impact property values; to consider whether the Town should adopt legislation, similar to that adopted elsewhere in the area, concerning host community benefits from large scale solar farms and solar projects; to assess the sufficiency of the Town's current regulations concerning performance standards, decommissioning and decommissioning security; to provide additional education to Planning Commission members to provide them with the knowledge needed to make prudent decisions concerning solar farm/solar power plant applications and to investigate and consider adoption of legal mechanisms to ensure that revenue is generated from such projects.

   The Planning Commission has seen the scale of proposed solar farms/solar power plants increase substantially and the technology of solar energy projects change dramatically over the past few years, and the performance standards currently in place are in need of review and revision to keep pace with these changes.

   The Planning Commission further believes this moratorium extension is appropriate considering the time and effort that the Energy Committee has put forth in formulating draft regulations that are anticipated to be forwarded to the Town in the very near future.

Member	Yes	No
Wayne Calder (absent)		
Mark D'Alessandro (absent)		
Clark Collins	**X**	
Joseph Signore	**X**	
Lynn Flansburg	**X**	
Thomas Yuille	**X**	
Joseph Miglucci	**X**	

Peter J. Comenzo
Senior Planner

Thomas Yuille
Planning Commission Chairman

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
HTTPS://DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

December 28, 2022

Diane M Marco
Rotterdam Town Clerk
John F Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam NY 12306

RE: Town of Rotterdam, Local Law 9 2022, filed on December 16 2022

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

RECEIVED
JAN 03 2022
Town of Rotterdam
TOWN CLERK'S OFFICE

NEW YORK STATE OF OPPORTUNITY. Department of State

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

December 15,2022

New York State Department of State
Bureau of State Records and Law
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001

RE: Filing of Town of Rotterdam Local Law 9-2022 Solar

To Whom It May Concern:

Enclosed are forms required to file Local Law **9-2022**, adopted by the Town Board of the Town of Rotterdam meeting held on December 14, 2022.

If you are in need of anything else please feel free to call my office.

Sincerely,

Diane M. Marco

Diane M. Marco
Town Clerk

Enclosure

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 14th day of December, 2022 for the following purpose:

For the enactment of Introductory Local Law No. 10 of 2022 relating to the establishment of a 12-month moratorium on solar farms and solar power plants.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO,
TOWN CLERK
DATED: November 18, 2022
11/23 2480128

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

□County □City √Town □Village
(select one:)

of Rotterdam

Local Law No. 9 of the year 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

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

LOCAL LAW NO. 9 OF THE YEAR 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

SECTION 1 - TITLE

This local law shall be referred to as "A Local Law to Establish a 12-Month Moratorium on Solar Farms and Solar Power Plants".

SECTION 2 - PURPOSE

The Town of Rotterdam is currently engaged in a process to update its current Comprehensive Plan, which was adopted in 2001. The process to update the current Comprehensive Plan began in 2019, when a Comprehensive Plan Advisory Committee was established and a planning consultant was engaged. Since that time, the Comprehensive Plan Advisory Committee, with the assistance of the planning consultant and Town of Rotterdam staff, has worked on collecting data and input from a number of sources, including from the public, developing a draft vision, goals, and recommendations. The Comprehensive Plan Advisory Committee held a public hearing on the draft Comprehensive Plan Update and ultimately sent the draft Comprehensive Plan Update to the Town Board for commencement of the adoption process. The Town Board has conducted a public hearing on the draft Comprehensive Plan Update over the course of several months, at which it became clear that while residents supported the draft Comprehensive Plan Update, they were increasingly concerned that large solar farm/solar power plant projects could be in conflict with the goals of the draft Comprehensive Plan Update, once adopted.

In addition and separately from the Comprehensive Plan Update process, in July, 2022, the Town Board authorized retention of a consultant for purposes of providing technical assistance in updating the Town of Rotterdam's existing land use regulations for solar energy projects.

As the Town was engaged in the Comprehensive Plan Update process, which is not yet complete, and while it has engaged a consultant to provide technical

assistance to the Town in updating the Town's existing regulations governing solar energy projects, the Town has also witnessed increased pressure from developers seeking approval to construct solar farms/solar power plants, which are currently permissible under the Town's current zoning in the A Agricultural, I-1 Light Industrial, and I-2 Heavy Industrial zoning districts upon issuance of a special use permit and site plan approval by the Town Planning Commission. Although the Town's zoning law includes certain performance standards that are intended to minimize the impact of solar farm/solar power plant developments, those performance standards were developed at a time when the scale of solar farm/solar power plants that were under consideration in the Town of Rotterdam was much smaller than today. Over the course of the past two years, the scale of proposed solar farm/solar power plants has increased substantially, and the existing performance standards may no longer be sufficient to adequately protect the neighborhood or community character from the impacts of such large-scale solar developments.

Development of solar farms/solar power plants of such substantial size under performance standards that are ill-equipped to address them will lead to long-term, potentially irreversible impacts that could conflict with the character of the surrounding area.

In light of the current status of the Comprehensive Plan update process and the Town's current work on seeking to update its solar energy project regulations, along with the increasing pressure from increasingly large solar farm/solar power plant proposals, the Town Board finds it to be prudent to impose a temporary moratorium on accepting, processing, and deciding land use applications for solar farms/solar power plants and on the construction of solar farms/solar power plants that were not or are not subject to local land use review, in order to provide the Town Board with time to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible in the Town of Rotterdam and whether and to what extent additional or different performance standards should be adopted.

SECTION 3 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law.

SECTION 4 – MORATORIUM

A. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

B. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5 – WAIVER

The Town Board of the Town of Rotterdam shall have the power to waive, in whole or in part, or modify the application of, any provision of this local law upon a determination, in its absolute legislative discretion, after public hearing and notice, that this local law would impose extraordinary hardship upon the party seeking such waiver and that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam. Any request for a waiver, along with an application fee of $250.00, shall be filed in writing with the Town of Rotterdam Department of Public Works, which shall forward such written request to the Town Board. Following receipt of any such written request for a waiver, the Town Board shall, upon deeming the application complete, refer such written request to the Planning Commission. The Planning Commission shall issue a recommendation on the waiver within sixty (60) days of the Planning Commission's receipt of such request. The Town Board shall hold a public hearing within thirty (30) days after the receipt of the Planning Commission's recommendation, upon five (5) days' notice published in the official newspaper of the Town. At such public hearing, the party requesting the waiver and any other parties wishing to present evidence with regard to the waiver request shall have a reasonable opportunity to be heard. The Town Board may continue the public hearing as it deems necessary, in its sole discretion. The Town Board shall render a decision on such waiver request within sixty (60) days following the close of the public hearing. If the Town Board determines that (1) the party making the waiver request will suffer an extraordinary hardship if this local law is strictly applied to the particular property, and (2) that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam or the surrounding neighborhood, then the Town Board shall waive the application of this local law to the extent necessary to mitigate the extraordinary hardship to the applicant, while still protecting the health, safety, and general welfare of the Town of Rotterdam and the surrounding neighborhood. A mere delay in an application review or approval process shall not be deemed to be an extraordinary hardship.

SECTION 6 - VIOLATIONS

Except to the extent that a waiver is granted by the Town Board pursuant to Section 5, above, any action while this local law is in effect by any Board, body, official, department, or employee of the Town of Rotterdam that is contrary to

the provisions of this local law shall constitute a violation of this local law, and such action shall be deemed ultra vires and shall be null and void. This local law may be enforced through an action seeking declaratory, injunctive, and/or equitable relief in a court of competent jurisdiction.

SECTION 7 - SUPERSESSION

To the extent this local law is inconsistent with any state or local statute or regulation, it is the intent of this local law to supersede such statute or regulation, including without limitation the following: (i) Town Law § 274-a with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (ii) Town of Rotterdam Code, Chapter 270, § 270-153; (iii) Town of Rotterdam Code, Chapter 270, Article XVII, with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (iv) Town of Rotterdam Code, Chapter 270, Article XIX, with respect to procedures and timeframes for processing applications for special use permit review for solar farms/solar power plants; (v) Town Law §§ 267, 267-a, and 267-b, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; (vi) Town of Rotterdam Code, Chapter 270, § 270-177, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; and (vii) Town of Rotterdam Code, Chapter 270, §§ 270-18(M), 270-73(O), and 270-84(G).

SECTION 8 - SEVERABILITY

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 9 – EFFECTIVE DATE

This Local 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. 9 of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on December 14, 2022 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.~~
(Name of Legislative body) *(Elective Chief Executive Officer*)*

~~**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_____.~~
(Name of Legislative body) *(Elective Chief Executive Officer*)*

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

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

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

~~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.)~~

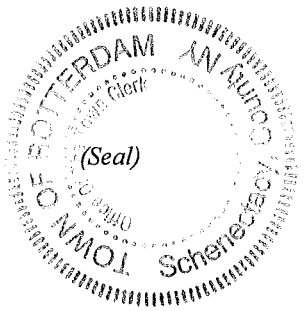
~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20___ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified 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

Date: 12/14/2022

PUBLIC HEARING #2

1/10/24

- To discuss the allowance to install an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located in the Aquifer Overlay Zone on, Tax Map No. 28.00-3-4, 661 River Road in Rotterdam, New York 12306.

Town of Rotterdam

Office of the Planning Commission

SITE PLAN/SPECIAL USE PERMIT APPLICATION AND PROCEDURES

Application Fees

Site Plan:	Application	$350
	Final Site Plan	$350

Special Use Permit & Advertising Fee (IF REQUIRED): $500 & Actual Cost
Fee in lieu of parkland (additional lots): $600 per dwelling unit

Part I

PROCEDURES TO APPLY FOR SITE PLAN AND/OR SPECIAL USE PERMIT

1. The applicant must submit twelve (12) complete sets to the Department Public Works along with an electronic set. The permitting process for an application will take an average of 45 days to complete.
   a. An application for a site plan/special use permit (see attached);
   b. A scaled drawing showing, in detail, the site of the proposed use in which site plan approval/special use permit is needed. The requirements for the site plan are outlined in Part II of this application form entitled TOWN OF ROTTERDAM PLANNING COMMISSION SITE PLAN CHECKLIST. In addition to the site plan, the following items must also be enclosed.
      1. Vicinity map
      2. Legal Description and deed to property (be as complete as possible)
   c. A check with applicable fee(s) made payable to "Town of Rotterdam" and submitted with the completed Site Plan/Special Use Permit application. This fee is non-refundable.
   d. An Environmental Assessment Form and Checklist are required to identify impacts from your proposal.
   e. Either the applicant or the Department, depending on the type and scope of the application may request a meeting with the Department of Public Works. These meetings occur on a weekly basis.
   f. Please note that if you are changing the use of a building or portion thereof, you may be required to make changes to the building to comply with the Uniform Building Code, Uniform Fire Code, and Americans with Disabilities Act, etc. You must apply for a Commercial/Residential Building Permit if you are changing the use of a building or modifying a structure for the Special Use Permit to determine if any modifications are required.

2. The Department of Public Works Staff will do the following:
   a. Schedule and conduct meetings with the applicant as needed.
   b. Mail copies of the application materials to involved/interested agencies for comments and/or requirements.
   c. Provide the Planning Commission with written comments from DPW staff on the proposal.
   d. Compose and publish legal notice of the public hearing for a special use permit according to the requirements of the law.
   e. Prepare documents for review by Planning Commission members prior to the meeting/hearing in order to allow board members sufficient time to review the material and conduct site visits (if needed).

3. **The Planning Commission** typically meets on the first and third Tuesday of each month except in June, July and August. Please check www.rotterdamny.org for a list of meetings. The application is first reviewed at a public meeting where the Planning Commission members see the application for the first time and may question the applicant and ask for additional information and/or suggest modifications to the proposal. At this public meeting, the applicant or representative shall be present to answer any questions the Planning Commission members may have relative to the proposed use. In order for the Planning Commission to take final action on a special use permit, it must do so at an advertised open record public hearing.

4. **Review:** The Planning Commission typically will review a project three times before making a decision. This is done in order to allocate sufficient time to review the application materials, allow interested agencies to provide comments, and conduct site visits if necessary. It also allows the applicant sufficient time to modify the site plan if necessary, and clarify/resolve any issues raised by the Planning Commission or Public Works Department. In some instances, the Planning Commission Chairman may determine that the application is relatively simple and/or the site plan is essentially complete and allow the applicant to bypass the sketch review and reduce the review period. If there are time constraints on the applicant to obtain a decision from the Planning Commission rather quickly, it is strongly suggested that all of the site plan items outlined in the Site Plan Checklist (Part II) are as complete as possible.

5. **Final Hearing/Meeting:** After the final open record public hearing (Special Use Permit) or meeting (Site Plan) and based upon findings of fact, the Planning Commission will determine whether the Special Use Permit and/or Site Plan is to be approved, approved with conditions, or denied.

Part II
TOWN OF ROTTERDAM
PLANNING COMMISSION SITE PLAN CHECKLIST

The following is a list of Site Plan Requirements as outlined in § 270-132 of the Town of Rotterdam Zoning Code. All required information should be contained in the application unless specifically waived by the Planning Commission. Failure to submit will cause delay.

Section A *Preliminary plans. Application for preliminary site plan approval shall be accompanied by the following information located on the site plan. Failure to complete this information will result in a determination of "incomplete" and the application will be held in abeyance pending receipt of all required information.*

1. X A map of the applicant's entire lot, plot or parcel of land at the scale of one inch equals 40 feet, unless the Planning Board determines a different scale more appropriate, showing all properties, subdivisions, streets, watercourses and easements which pass through the property or are known to abut the applicant's property.
2. X The name and address of the applicant, contract vendee or owner and title of drawing.
3. X The North symbol, date and scale.
4. X The name, address, title and license number of the person or firm responsible for the preparation of the map.
5. ____ Structures and circulation: twelve (12) sets of preliminary plans, electronic copy, elevations and sections of proposed structures and roads, showing the proposed location, use and design of all buildings and structures, dimensions, square footage, including any proposed division of buildings into units of separate occupancy and location of driveways thereto, and showing the proposed location of all roads, pedestrian walkways and fire lanes.
6. X Landscaping: Show location, dimension, type, and condition of existing landscaping, and location, dimension and type of proposed landscaping.
7. NA Cut and fill: extent and amount of cut and fill for all disturbed areas, including before and after profiles of typical development areas, parking lots and roads.
8. NA Stormwater retention: provisions for on-site stormwater retention basins during and after construction, designed to handle any increased rate of runoff.
9. NA Wells: location and test yields in gallons per minute of all proposed on-site wells.
10. NA Drainage fields or dry wells: location and percolation test results of all proposed drainage fields or dry wells.
11. NA Water supply and sewage disposal: description of method of water supply and sewage disposal and location of such facilities.
12. ✓ Location of existing wetlands and floodplains.
13. NA Lighting, power and communication facilities: location and design of lighting, power, fiber optic and communication facilities.
14. NA Signs: location, design and size of all signs.
15. NA Site improvements: location of all existing and proposed drains, culverts, retaining walls and fences.
16. NA Outdoor storage: location of any outdoor storage and other accessory uses.
17. NA Uses: detailed breakdowns of all proposed floor space by type of use.
18. NA Other industrial uses: In an industrial district, specific uses proposed, number of employees for which buildings are designed, type of power to be used for any manufacturing process and the proposed method of disposal of such wastes or by-products shall also be shown.
19. X State Environmental Quality Review (SEQR): No application shall be deemed complete without compliance with SEQR www.dec.ny.gov/docs/permits_ej_operations_pdf/seafpartone.pdf

Section B **The Planning Commission often requests these additional information items during the preliminary meeting. The applicant is typically requested to modify the site plan or explain this information in more detail at the meeting. This usually involves the expenditure of additional time and expense to the applicant.**

If these additional information items are included with the initial submittal, it may be possible to skip over the initial sketch plan review meeting and proceed directly to preliminary plan review. Answering these information items now may reduce the review time by a minimum of two (2) to four (4) weeks. The decision to allow the applicant to waive the sketch meeting shall reside with the Planning Commission Chairman after consultation with the Town of Rotterdam Department of Public Works.

1. NA Show location of snow storage area or indicate if it will be removed off site. In addition, provide a note on the site plan that reads "Snowfall accumulations in excess of four (4) inches shall be removed from all parking areas/walkways within 48 hours."
2. ✓ Provide a signature space for the Planning Commission Chairman with the following wording below the signature line **"Chairman, Rotterdam Planning Commission: Date:_____".**
3. NA Show location and dimension of all entrances and exits to all building(s), specify which are handicap accessible, and indicate the primary exit(s) and emergency exits.
4. ✓ Show location and dimension of all entrances and exits to the site, and indicate the primary entrance/exit.
5. NA Show handicap parking space(s) and striping from the space(s) to the handicap entrance(s).
6. ✓ Show location, dimension, type, and condition of all existing and proposed paved areas, parking areas with striping, and sidewalks. Indicate which exist and which are proposed.
7. NA Show location, dimension, type, and condition of refuse/dumpster area and any existing/proposed screening.
8. NA Show location of all external vents, propane tanks, HVAC units, and other accessory external structural features.
9. NA Show location of drive-thru window and corresponding traffic circulation pattern(s) if applicable.
10. NA Provide documentation from the Town of Rotterdam Water Department that a consultation has occurred and provide water meter with current reading.
11. NA Show location of all outdoor lighting fixtures and provide a note on the face of the plan that states: "All lighting shall be shielded and/or placed in such a manner as to prevent off-site illumination"
12. NA Show location, type, and size of existing and proposed fencing and buffer screening.
13. ✓ Add note on the face of the site plan that reads "Development must meet all NYS Building and Fire Codes."
14. ✓ Add note on the face of the site plan that identifies the zoning of the subject property.

____ I have completed all of the above requested items which apply to this site plan **under Section A** and request that this application be placed on the next available Planning Commission meeting for sketch plan review.

X I have completed all of the above requested items which apply to this site plan **under Section A and Section B** and request that this application be placed on the next available Planning Commission meeting for preliminary review.

Jim Gardner
Print Name

11/1/23
Date

Signature

All requested information shall be provided and must be filled out in ink or typed for photocopying purposes

PART III

SPECIAL USE PERMIT/SITE PLAN APPLICATION
General Information

Legal Owner's Name: Jeffrey Klein

Mailing Address: 661 River Rd

City: Schenectady State: NY Zip: 12306

Daytime Phone: 518-441-4770 E-mail: jeffklein05@gmail.com

If applicant is not the owner, include the written owner authorization form below (See Part IV) designating the contact to serve as representative.

Owner's Designated Contact: Alex Martin: Kasselman Solar, LLC.

Mailing Address: 279 Broadway bldg 2

City: Menands State: NY Zip: 12204

Daytime Phone: (518) 300-0633 E-mail: amartin@kasselmansolar.com

Project/Proposal Site Area (Acres or sq. ft.): 10 Acres
Assessor Tax Parcel No.(s) of Proposal Site: 28.-3-4

Adjacent Area Owned or Controlled (Acres or sq. ft.): N/A
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled: N/A

Street Address of Proposed Site (if any): 661 River Rd

Describe Existing Use(s) on Proposed Site (Such as buildings, well, sewer drainfield and others):
Single family residence with Commercial use

Existing Zoning Classification: Agricultural

School District: _____ Fire District: 1

Water Supply 3/4

LEGAL INFORMATION

Location of Proposal Site (General description by which direction and how far from roads and intersections and other community features):

Parcel is on the opposite side of River Road from the Parking area for Kiwanis Park.

Name of public road (s) providing access: River Rd

Width of property fronting on public road: 240'

Attach deed or legal description.

Attach a lease agreement of the proposed site (if applicable).

Purpose for the requested site plan approval (and special use permit if applicable):

For the installation of a ground mounted solar expansion that will exceed one half of the principle structure foot print square footage.

Is the proposed use to be temporary or permanent? If temporary, please explain:

Permanant.

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO X____. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

FILL OUT FOR SPECIAL USE PERMIT APPROVAL ONLY (**§ 270-167)**

(Failure to answer all of these questions completely may result in denial of the special use permit)

(1) Is the establishment, maintenance or operation of the special use detrimental to or an endangerment to the public health, safety, morals, convenience or general welfare? If not, please explain:

Private installation of renewable energy source should present no detriment nor endangerment to the public. Also, project installation to be located on the private residential portion of the property and not in the area of the store front so public will have little to no access to the structure.

(2) Is the special use injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and does it substantially diminish and impair property values within the neighborhood? If not, please explain:

project will have no effect on neighboring properties; will be naturally screened from neighbors and offers an increase to property value for the owner.

(3) Does the establishment of the special use impede the normal and orderly development and improvement of the surrounding property? If not, please explain:

No effect on neighboring properties

(4) Have adequate utilities, access roads, drainage and/or necessary facilities been or are being provided? If yes, please explain:

yes as no additional needs required.

(5) Have adequate measures been or will be taken to provide ingress or egress as to minimize traffic congestion in the public street? If yes, please explain:

Solar installation will not increase commercial traffic to or from the location.

If you have any additional comments, please attach them on a separate sheet of paper.

PART IV

LEGAL OWNER SIGNATURE
(Signature of legal owner(s))

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that (I) (we) (am)(are) the owner(s) of record of the area proposed for the previously identified land use action

Name: Jeffrey Klein Date: _____

Address: 661 River Rd Phone: 518-441-4770

Schenectady NY 12306 Zip: 12306

Jeffrey Klein 10-2-23

*#1Signature of Owner #1 Date

Notary
(For Signature #1 Above)

STATE OF NEW YORK) ss:
COUNTY OF ~~SCHENECTADY~~ Albany)

SUBSCRIBED AND SWORN to me this 2 day of October, 2023.

NOTARY SEAL

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Signature

Notary Public in and for the State of New York
My appointment expires: 2/4/2027

Name: Louise Dickinson Date: _____

Address: 661 River Rd Phone: 518-709-4612

Schenectady NY Zip: 12306

Louise A Dickinson 10/2/23

*#2Signature of Owner #2 Date

Notary
*(For Signature #2 Above)

STATE OF NEW YORK) ss:
COUNTY OF ~~SCHENECTADY~~ Albany)

SUBSCRIBED AND SWORN to me this 2 day of October, 2023.

NOTARY SEAL

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Signature

Notary Public in and for the State of New York
My appointment expires: 2/4/2027

TOWN OF ROTTERDAM

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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER INVOLVED

I, Jeffrey Klein, being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed Site plan review application request before the Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 28.-3-4

I hereby grant Alex Martin: Kasselman Solar, LLC. and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): Jeffrey Klein

Date: 10-2-23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 2 day of October, 2023

NOTARY SEAL

Jeffrey Klein
Notary Signature

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Public in and for the State of New York
Residing at: Albany
My appointment expires: 2/4/2027

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

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LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER INVOLVED

I, Louise Dickinson, being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed Site plan review application request before the Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 28.-3-4

I hereby grant Alex Martin: Kasselman Solar, LLC. and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): Louise A Dickinson

Date: 10/2/23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 2 day of October, 2023

NOTARY SEAL

Notary Signature

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Public in and for the State of New York
Residing at: Albany County
My appointment expires: 2/4/2027

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:

Hungry Chicken Country Store Ground Mounted Solar Array

Project Location (describe, and attach a location map):

661 River Rd, Rotterdam , NY 12306

Brief Description of Proposed Action:

The installation of an 18.225 kW ground mounted PV array.

Name of Applicant or Sponsor:	Telephone: (518) 300-0633
Alex Martin: Kasselman Solar, LLC.	E-Mail: amartin@kasselmansolar.com

Address:

279 Broadway bldg 2

City/PO:	State:	Zip Code:
Menands	New York	12204

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Rotterdam Planning Board: Site Plan Review; Town of Rotterdam Building Department: Building Permit	☐	☑

3. a. Total acreage of the site of the proposed action? 10 acres
   b. Total acreage to be physically disturbed? 0.022 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: Name:Aquifer Area Overlay Zone, Reason:Conserve, improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85	☐	☑

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: Renewable Energy Technology.	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☑
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☑ Forest ☑ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

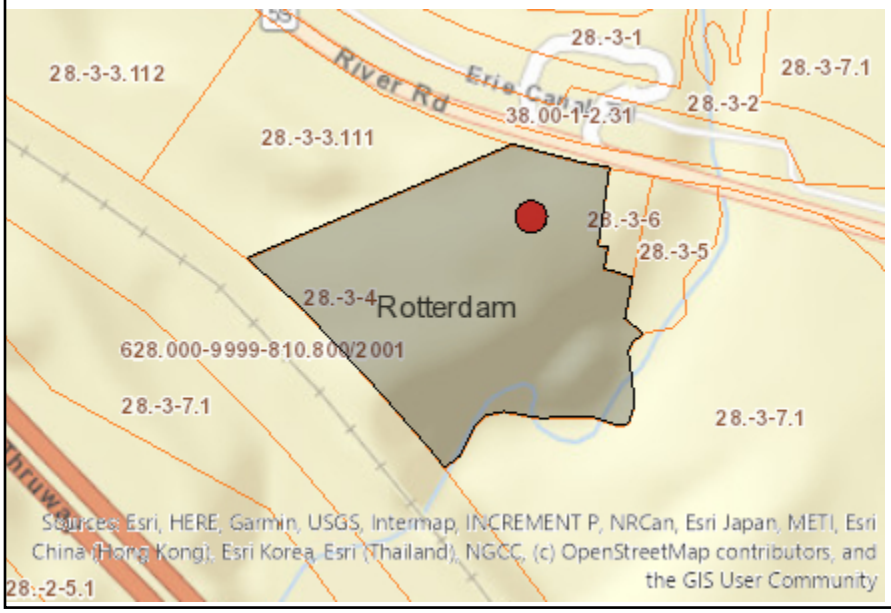
	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☐	☑
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment: _____ _____		
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe: _____ _____		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe: _____ _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Alex Martin Date: 10/23/2023

Signature: Alex Martin Title: Permit Coordinator

PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Aquifer Area Overlay Zone, Reason:Conserve, improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

kasselmanSOLAR

APPLICANT/PREPARATION OF SITE PLAN
Kasselman Solar LLC
279 Broadway, BLDG. 2
Menands, NY 12204

ON BEHALF OF:
JEFF KLEIN
661 RIVER RD.
ROTTERDAM, NY 12306

Date: October 23, 2023

SITE PLAN

KLEIN GROUND MOUNTED SOLAR INSTALLATION PROJECT

SHEET 1 OF 1

SITE DATA

TOWN OF ROTTERDAM
SCHENECTADY COUNTY

TAX ID # 28.-3-4
TOTAL ACRES: 10
ZONE: A-1
FRONTAGE: 240'

ZONE SETBACKS:
FRONT: 25' SIDES: 20' REAR: 25'

Project Details:
System Size DC (kW): 18.23

45 Qcells Q.PEAK DUO BLK ML-G10 405
45 Enphase Energy Inc. IQ8H-240-72-2-US

Foundation and Racking:
Solar Foundations, USA PE Certified and constructed Helical Pile Ground Screws
*construction documents enclosed

Tilt of Array: 32 - Degrees
AZIMUTH: 180 - DEGREES (S)

Configuration (N/S x E/W):
Max Height: 11.43'
Total Sq. Ft. of Array: 984.57 sq. ft.

PV Design adheres to relevant sections of the 2020 Residential Code [R324] of NYS and 2020 Fire Code of NYS [1204]

PE STAMP



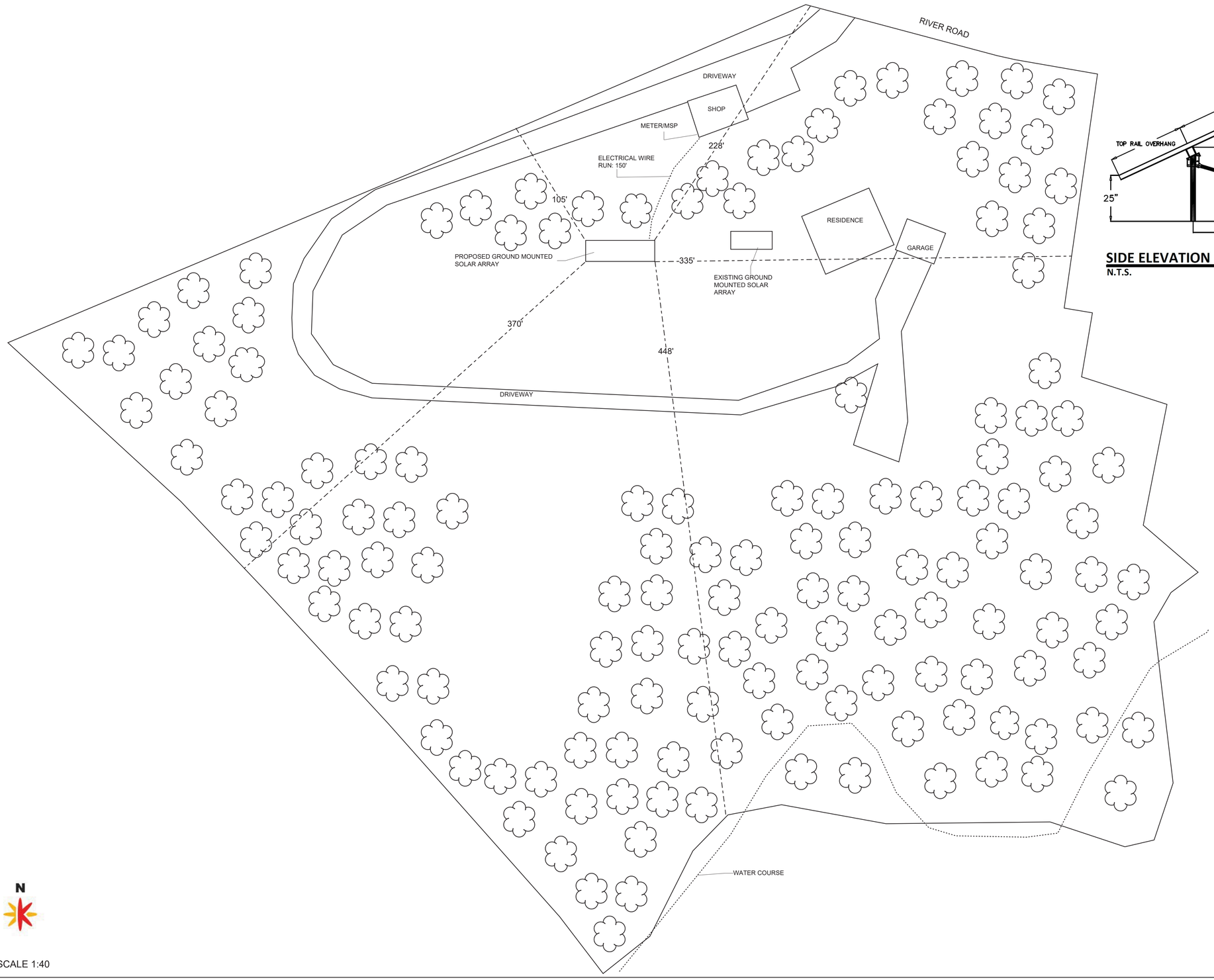
LEGEND:

Property Lines: ————

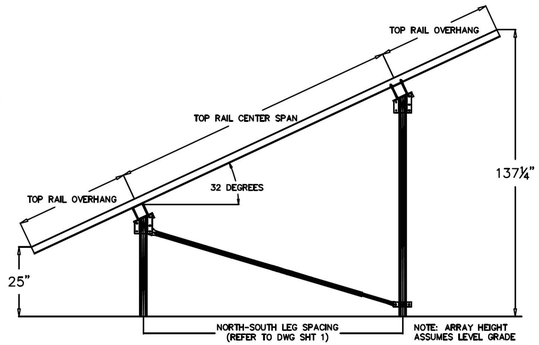
Ground Mount Setback Lines: – – – – –

Existing Vegetation:

WATER COURSE: ·····

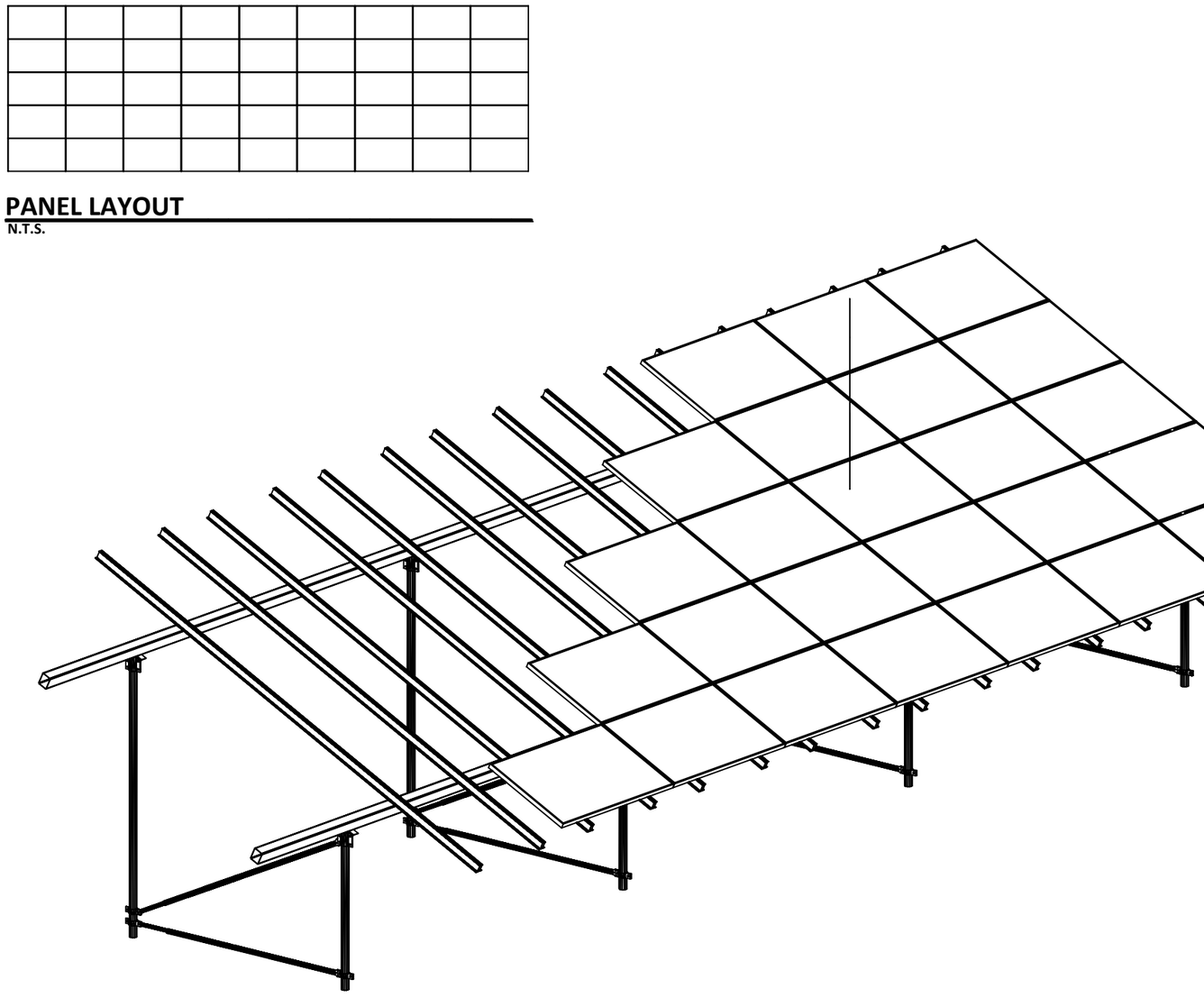


SCALE 1:40



SIDE ELEVATION
N.T.S.

Chairman, Rotterdam Planning Commission:
Date:_____



PANEL LAYOUT
N.T.S.

ISOMETRIC VIEW
N.T.S.

Site Design Conditions

Basic Wind Speed: (Risk Category II)	109 MPH	Max. Leg Axial Bearing:	5,010 lbs.
Basic Wind Speed: (Risk Category I)	101 MPH	Max. Leg Uplift:	2,770 lbs.
Exposure Category:	C	Max. Lateral Resistance:	2,725 lbs.
Ground Snow Load:	40 PSF	Top Rail Max. Loading:	116.8 plf
Flat Roof Snow Load:	N/A	Helical Pile Depth:	60" Min
Site Contour:	<5 Degree Slope	Lateral Resistance Plate Size:	Not Req'd

All design work has been performed in accordance with the 2020 Building Code of New York State effective May 12, 2020, including but not limited to, the 2018 International Building Code with state directed modifications.

Net design pressures were calculated in accordance with ASCE 7–16 section 27.3.2, "Open Buildings with Monoslope, Pitched, or Troughed Roofs". All load cases were evaluated in determining the limiting design conditions. The data table above provides the results for the limiting load case. Maximum leg reaction forces represent the highest load condition seen by any leg in the structure. All legs in the structure are designed to meet the maximum load conditions.

5Lx9C Sub–Array Design Conditions

Front Leg Height:	41"	Array Tilt Angle:	32 Degrees
Rear Leg Height:	100½"	Front Edge Ground Clearance:	25"
North–South Leg Spacing:	95½"	Overall Array East–West Dim:	55'–9"
West Span Leg Spacing:	14'–9"	Number of Modules/Sub–Array:	45
East Span Leg Spacing:	14'–9"	Number of Sub–Arrays:	1
Quantity Center Spans:	1	Module Columns/Sub–Array:	9
Center Span Leg Spacing:	14'–9"	Number of Module Rows:	5
East & West Overhang:	5'–3"	Module Orientation:	Landscape
Overall Beam Length:	54'–9"	Module Column Spacing	⅜"
Horizontal Rail Material:	5"x4"x⅛" HSS	Module Row Spacing	¼"
Top Rail Material:	SF Rails	Module Model:	Q.PEAK DUO BLK ML–G10+
Qty Rails per Panel:	2	Module Size:	41.14" x 73.98"
Top Rail Length:	212"	Individual Module Rating:	405 watts
Top Rail Center Span:	112½"	Sub Array Power Rating:	18.225 kw
Top Rail Overhangs:	49¾"	Total Power Rating:	18.225 kw



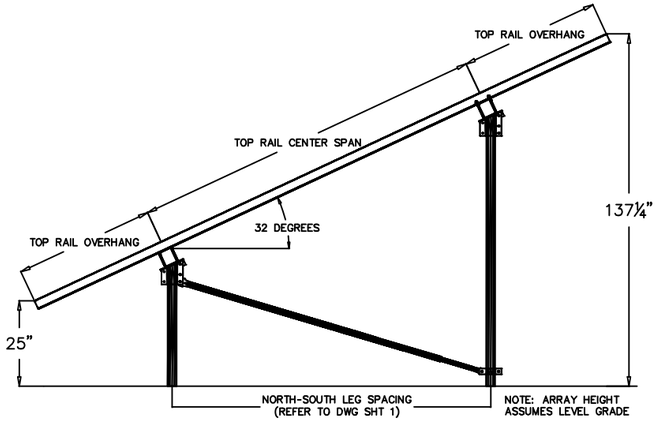
SHEET 1 of 3

DATE	REVISION	DRAWN BY:	REVIEW BY:
09/20/2023	ORIGINAL	JB	JD
10/19/2023	REV 1 - CHANGED TILT TO 32° & LEADING EDGE HEIGHT TO 25"	JB	JD

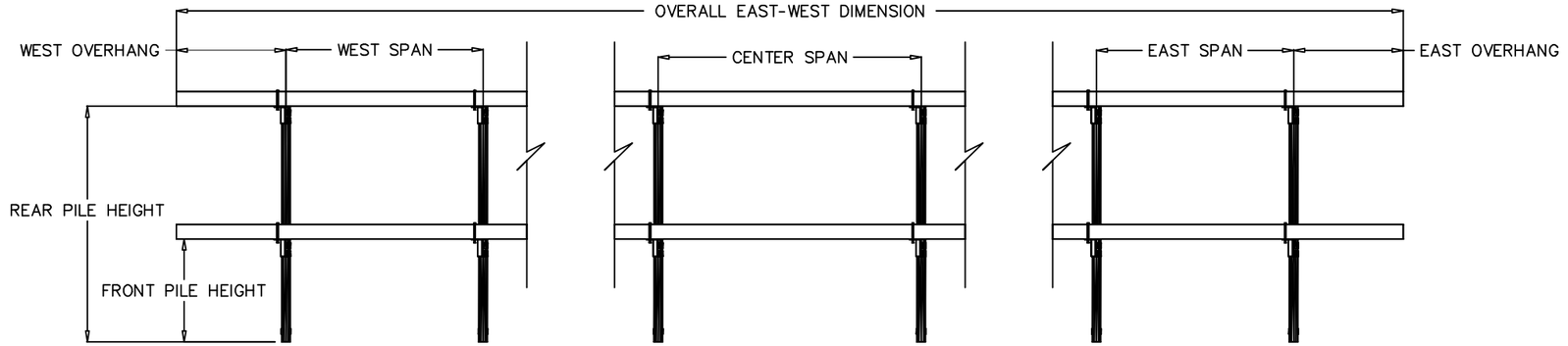
KASSELMAN SOLAR LLC

-PROJECT-
KLEIN RESIDENCE
661 RIVER ROAD
ROTTERDAM, NY 12306

Solar Foundations USA
1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

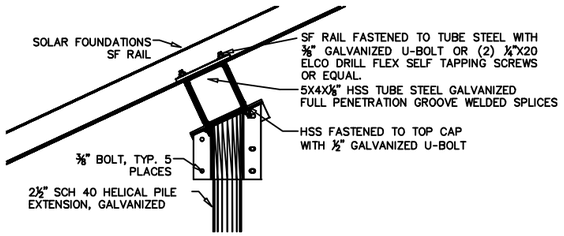


SIDE ELEVATION
N.T.S.

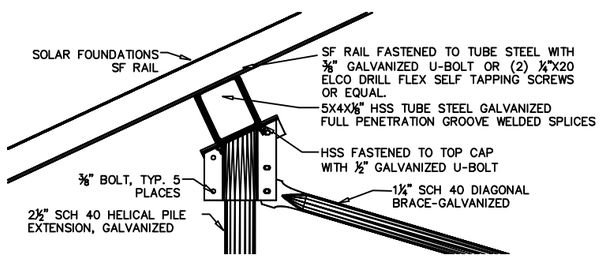


REFER TO DWG SHEET 1 FOR EAST-WEST PILE SPANS AND FRONT AND REAR PILE HEIGHTS

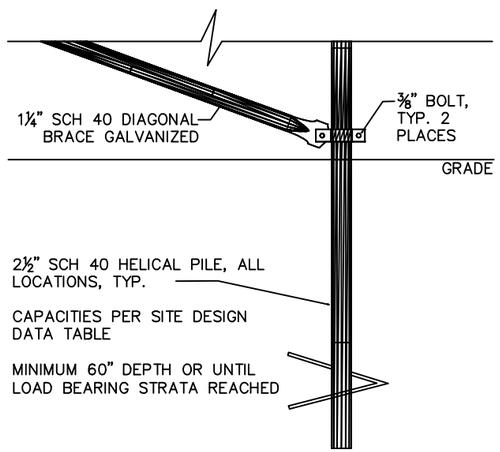
PILE SPACING ELEVATION
N.T.S.



UPPER CAP DETAIL
N.T.S.



LOWER CAP DETAIL
N.T.S.



HELICAL PILE DETAIL
N.T.S.



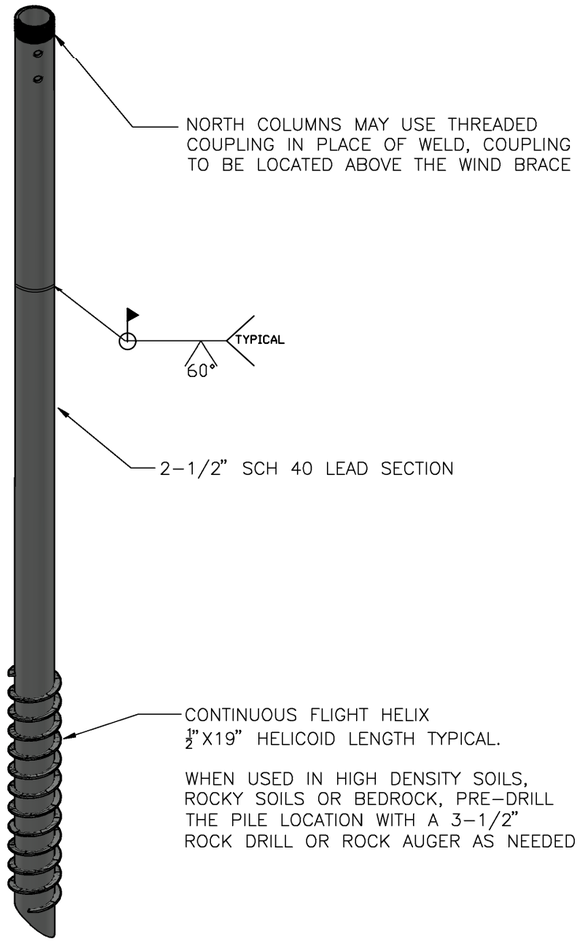
SHEET 2 OF 3

DATE	REVISION	DRAWN BY:	REVIEW BY:
09/20/2023	ORIGINAL	JB	JD
10/19/2023	REV 1 - CHANGED TILT TO 32° & LEADING EDGE HEIGHT TO 25"	JB	JD

KASSELMAN SOLAR LLC

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KLEIN RESIDENCE
661 RIVER ROAD
ROTTERDAM, NY 12306

Solar Foundations USA
1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665



HELICAL PILE DETAIL
N.T.S.

SPECIFICATION REQUIREMENTS:

THE FOLLOWING MATERIAL SPECIFICATION REQUIREMENTS PERTAIN TO THE FABRICATION OF THE SOLAR FOUNDATIONS USA GROUND MOUNT SOLAR SUPPORT STRUCTURE AS INDICATED ON THESE DRAWINGS.

1. SOLAR FOUNDATION ALUMINUM RAILS SHALL CONFORM TO ASTM B221.
2. STRUCTURAL STEEL TUBING SHALL BE ASTM A500 HIGH YIELD (60 KSI).
3. STEEL PIPE FOR PILES SHALL CONFORM TO ASTM A500 GRADE C.
4. STEEL PILE EXTENSIONS SHALL BE ASTM A53 GRADE B.
5. STEEL PIPE FOR DIAGONAL BRACING SHALL BE ASTM A53 GRADE A.
6. FABRICATED STEEL PLATE FOR COLUMN CAP ASSEMBLIES, BRACING CLAMPS, ETC. SHALL BE ASTM A36 OR A1011.
7. STEEL BOLTS FOR CAP FASTENERS SHALL CONFORM TO SAE J429 GRADE 5. ALL OTHER BOLTS SHALL CONFORM TO SAE J429 GRADE 5 OR BETTER.
8. STEEL U-BOLTS SHALL CONFORM TO ASTM 1018.
9. USS FLAT STEEL WASHERS SHALL CONFORM TO ASTM F844 AND NUTS FOR STEEL CONNECTIONS SHALL CONFORM TO ASTM A563 GRADE A.
10. ALL FIELD WELDING SHALL CONFORM TO AWS D1.1/D1.1M -STRUCTURAL WELDING CODE REQUIREMENTS.
11. ALL STEEL SHALL BE HOT-DIP GALVANIZED PER ASTM A123 OR A153 AFTER ALL FABRICATION HAS BEEN COMPLETED.

INSTALLATION REQUIREMENTS:

1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE REQUIRED INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUE SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.

2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:

   2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.

   2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.

   2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.

3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:

   3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY

   3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.

   3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.



SHEET 3 OF 3

DATE	REVISION	DRAWN BY:	REVIEW BY:
09/20/2023	ORIGINAL	JB	JD
10/19/2023	REV 1 - CHANGED TILT TO 32° & LEADING EDGE HEIGHT TO 25"	JB	JD

KASSELMAN SOLAR LLC

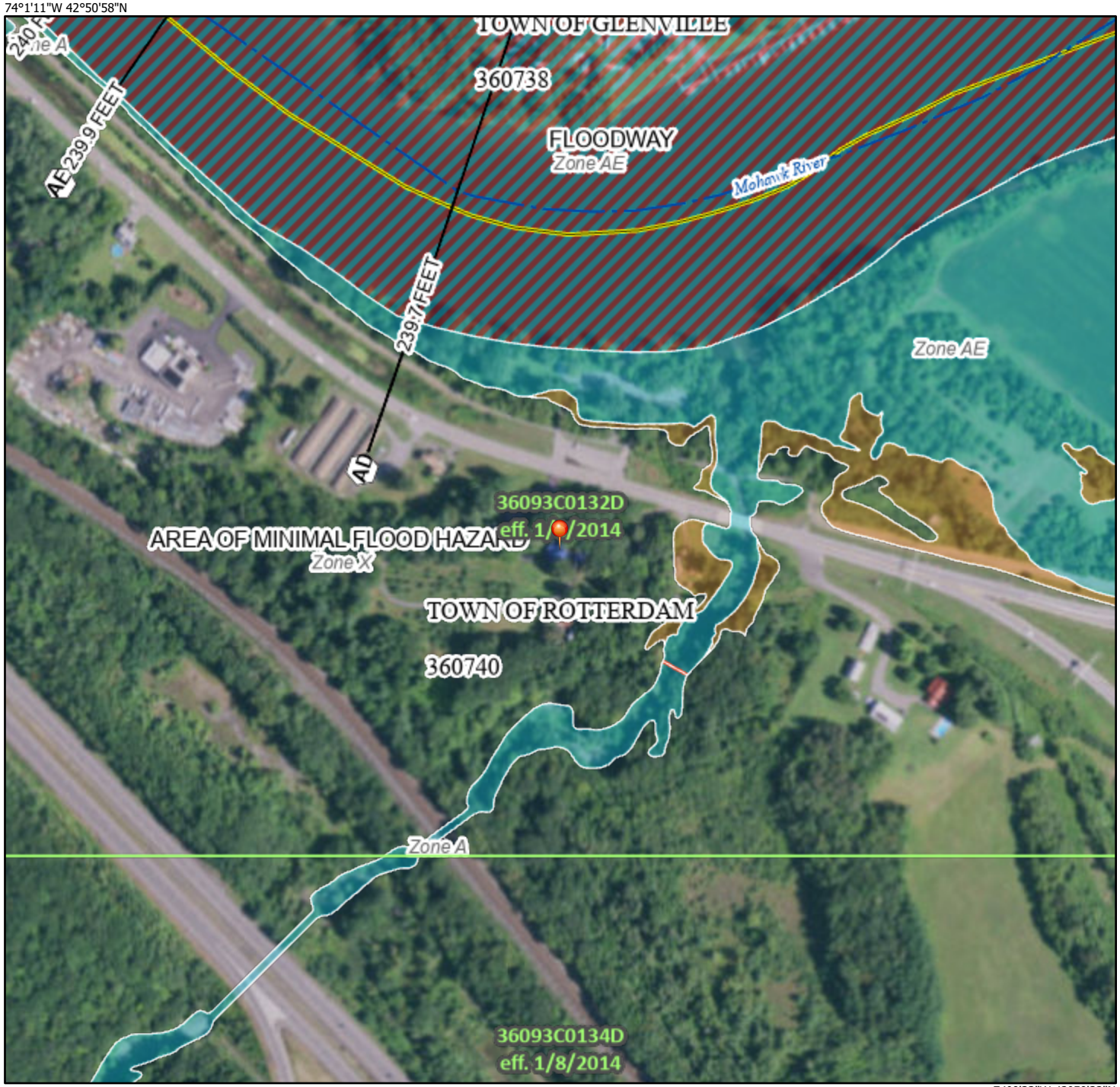
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KLEIN RESIDENCE
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ROTTERDAM, NY 12306

Solar Foundations USA
1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

National Flood Hazard Layer FIRMette

FEMA

74°1'11"W 42°50'58"N



74°0'33"W 42°50'32"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

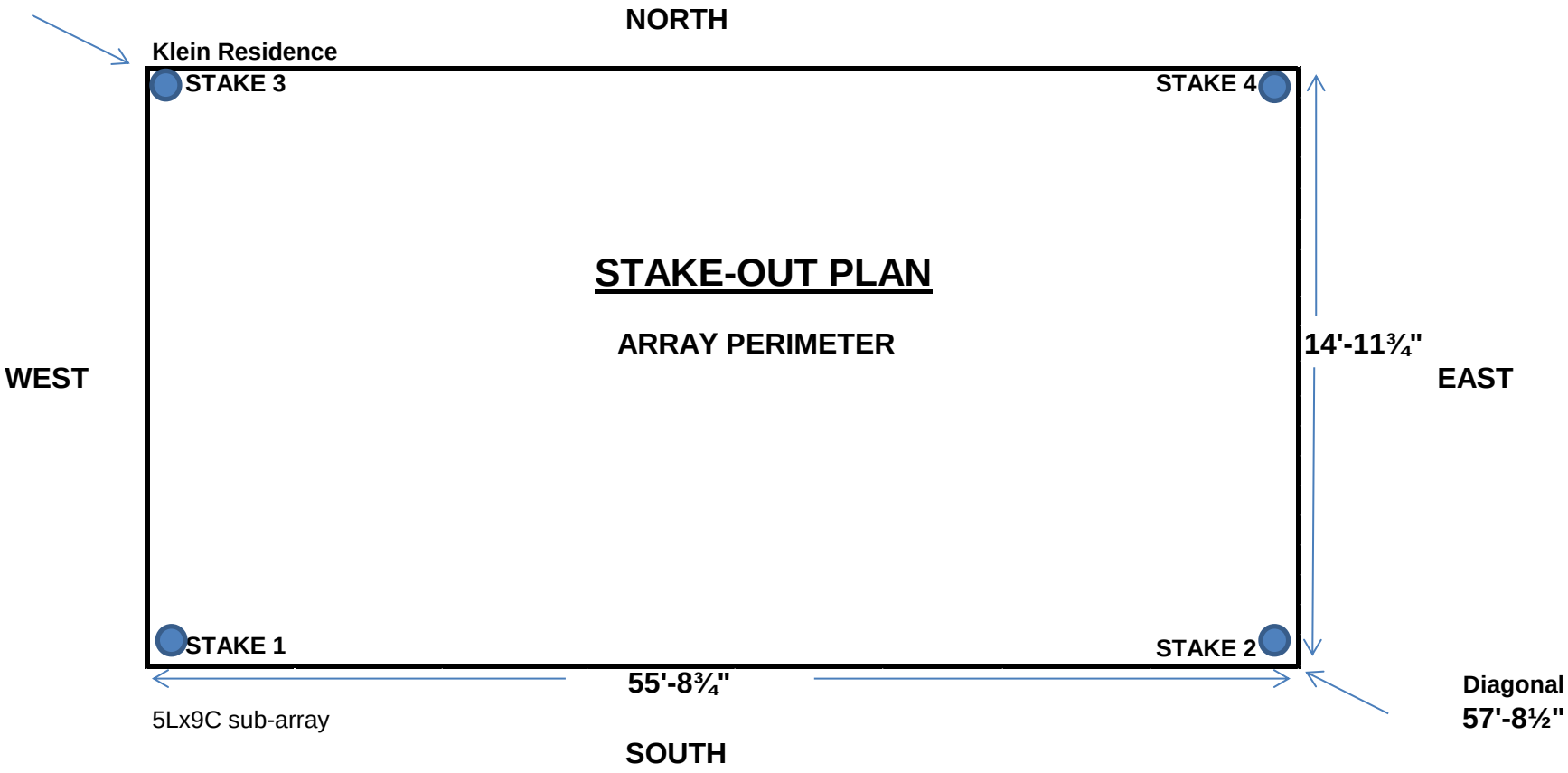
N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/24/2023 at 8:15 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

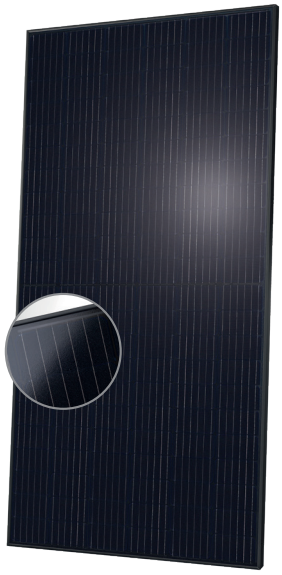
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.


NORTH
Klein Residence
STAKE 3
STAKE 4
STAKE-OUT PLAN
ARRAY PERIMETER
14'-11¾"
WEST
EAST
STAKE 1
STAKE 2
55'-8¾"
Diagonal
57'-8½"
5Lx9C sub-array
SOUTH

Q.PEAK DUO BLK ML-G10+ SERIES

385 - 405 Wp | 132 Cells
20.6 % Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10+



6 busbar
cell technology



12 busbar
cell technology

Breaking the 20 % efficiency barrier

Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.6 %.

A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty[1].

Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology[2] and Hot-Spot Protect.

Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new “Quality Controlled PV” of the independent certification institute TÜV Rheinland.

[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC / TS 62804-1:2015, method A (–1500 V, 96 h)

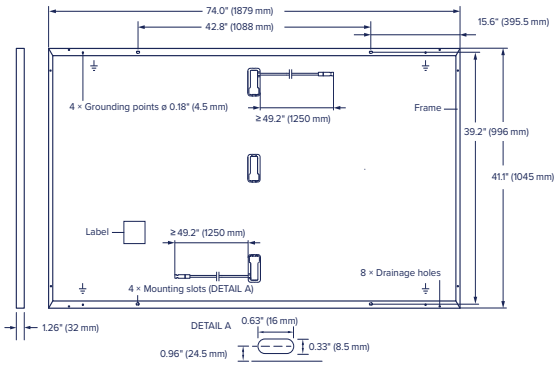
The ideal solution for:

Rooftop arrays on residential buildings

Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48.5 lbs (22.0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 49.2 in (1250 mm), (−) ≥ 49.2 in (1250 mm)
Connector	Stäubli MC4; IP68

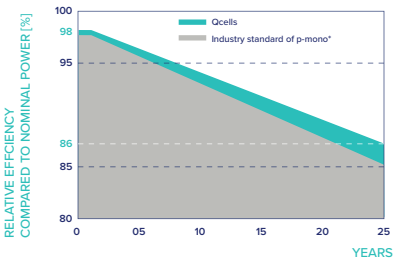


Electrical Characteristics

POWER CLASS				385	390	395	400	405
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)								
Minimum	Power at MPP[1]	P_{MPP}	[W]	385	390	395	400	405
	Short Circuit Current[1]	I_{SC}	[A]	11.04	11.07	11.10	11.14	11.17
	Open Circuit Voltage[1]	V_{OC}	[V]	45.19	45.23	45.27	45.3	45.34
	Current at MPP	I_{MPP}	[A]	10.59	10.65	10.71	10.77	10.83
	Voltage at MPP	V_{MPP}	[V]	36.36	36.62	36.88	37.13	37.39
	Efficiency[1]	η	[%]	≥19.6	≥19.9	≥20.1	≥20.4	≥20.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]								
Minimum	Power at MPP	P_{MPP}	[W]	288.8	292.6	296.3	300.1	303.8
	Short Circuit Current	I_{SC}	[A]	8.90	8.92	8.95	8.97	9.00
	Open Circuit Voltage	V_{OC}	[V]	42.62	42.65	42.69	42.72	42.76
	Current at MPP	I_{MPP}	[A]	8.35	8.41	8.46	8.51	8.57
	Voltage at MPP	V_{MPP}	[V]	34.59	34.81	35.03	35.25	35.46

[1]Measurement tolerances P_{MPP} ±3%; I_{SC}; V_{OC} ±5% at STC: 1000 W/m², 25±2 °C, AM 1.5 according to IEC 60904-3 • [2]800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

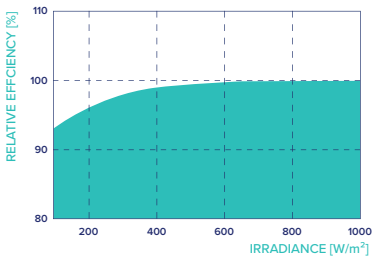


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109±5.4 (43±3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]		[lbs / ft²]	75 (3600 Pa) / 55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]		[lbs / ft²]	113 (5400 Pa) / 84 (4000 Pa)		

[3] See Installation Manual

Qualifications and Certificates

UL 61730, CE-compliant,
Quality Controlled PV - TÜV Rheinland,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215 (solar cells),

C Certified US UL 61730 CE TÜVRheinland CERTIFIED www.tuv.com ID 1111220277

Specifications subject to technical changes © Qcells Q.PEAK_DUO_BLK_ML-G10+_series_385-405_2022-07_Rev02_NA

SCHENECTADY COUNTY INTERMUNICIPAL
WATERSHED RULES AND REGULATIONS BOARD

City of Schenectady • Town of Glenville • Town of Niskayuna • Town of Rotterdam • Village of Scotia

RECEIVED
JAN 02 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

January 2, 2024

Peter Comenzo
Town Planner
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: 661 River Road – Installation of Solar Modules in Aquifer Protection Zone III

Dear Peter:

I have reviewed the site plan/special use permit application, short environmental assessment form, and site plan submission drawings for the construction of a 18.225kW ground-mounted small-scale solar array for use by the Hungry Chicken Country Store located at 661 River Road in Rotterdam Junction. The proposed solar farm will be constructed on a 10-acre parcel located in Aquifer Protection Zone III (General Aquifer Recharge Area). Zone III generally corresponds to the boundaries of the aquifer system and is defined as the area where runoff and precipitation flow directly and rapidly into the ground. The parcel is located approximately one-half mile from the Town of Glenville well field and is positioned on the opposite side of the Mohawk River as the Glenville well field.

The construction of a 18.225kW ground mounted small-scale solar array will occur on approximately 0.02 acres of the 10-acre parcel and does not violate the overall purpose or intent of the Schenectady County Intermunicipal Watershed Rules and Regulations (§142.2 of the New York State Public Health Law). The solar modules will be installed on ground-mounted frames and helical piles will be used for structural support. Although this use as a solar array is unlikely to have an adverse impact on the quality of the Great Flats Aquifer, Kasselman Solar, Inc. and their contractors should recognize potential contaminant sources during the construction phase of the project. Construction equipment should not be re-fueled near open excavations and measures should be taken to report and mitigate potential spills during construction activities.

If you have any comments or questions, or require additional information, please do not hesitate to contact me at the Schenectady County Planning Department (386-2225).

Sincerely,

Jason M. Pelton

Jason M. Pelton, P.G.
Schenectady County Ground Water Management Planner

cc: Mr. Ray Gillen, Commissioner, Schenectady County Economic Development and Planning Dept.
Schenectady County Intermunicipal Watershed Rules and Regulations Board Technical Committee

Schenectady County Economic Development and Planning Department
Schaffer Heights, 107 Nott Terrace, Suite 303, Schenectady, NY 12308-3170
Phone: (518) 386-2225 • Fax: (518) 382-5539

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 358.23

TO CALL FOR A PUBLIC HEARING TO DISCUSS THE ALLOWANCE TO INSTALL AN 18.225KW GROUND MOUNTED SMALL-SCALE SOLAR ARRAY ON A ±10-ACRE PARCEL FOR USE BY THE HUNGRY CHICKEN COUNTRY STORE

WHEREAS, Jeffrey Klein has requested approval, to discuss the allowance to install an 18.225kW ground mounted small-scale solar array for use by the Hungry Chicken Country Store, located in the Aquifer Overlay Zone on, Tax Map No. 28.00-3-4, 661 River Road in Rotterdam, New York 12306; and

WHEREAS, pursuant to the provisions contained in Article XIV entitled "AO Aquifer Area Overlay District" the Town Board of the Town of Rotterdam must conduct a public hearing and make a final decision on all proposals for property located in the Aquifer Area Overlay District; 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 Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 10th day of January 2024 for the following purpose:

> To discuss the allowance to install an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located in the Aquifer Overlay Zone on, Tax Map No. 28.00-3-4, 661 River Road in Rotterdam, New York 12306.

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

DATED: December 13, 2023
Daily Gazette: Please publish once on December 28, 2023
Town Clerk
Post

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

DATED: December 13, 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 December 13**,** 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 December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

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: November 28, 2023

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Town Planner

TITLE OF REQUEST: Call for Public Hearing

TOWN BOARD MEETING: December 13, 2023

Background Information:

Owners: Jeffery Klien
661 River Road
Schenectady, NY 12306

Tax Map Numbers: 28.00-3-4

Town Board authorization pursuant to Article XIV entitled "AO Aquifer Area Overlay District" to allow for the installation of an 18.225kW ground mounted small-scale solar array on a ±10 acre parcel for use by the Hungry Chicken Country Store.

Evaluation/Analysis: The Town Board shall review actions requiring Building Permits and Planning Commission (PC) approval in the Aquifer Overlay District. PC to review this project on December 5, 2023.

Recommendation(s): Call for Public Hearing to be held January 10, 2024.

Attachment/Document(s): Site Plan Application

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Article XIV – AO Aquifer Overlay District

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 51.24

ACCEPTING TOWN BOARD MEETING MINUTES

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 1, 2024 Organizational Meeting as attached.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE**:** January 2, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the January 1, 2024 Town Board Organizational Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 10, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: January 10, 2024

Background Information: Attached. To adopt the meeting minutes from the January 1, 2024 Town Board Organizational Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of January 10, 2024.

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 8, 2024

Certified Resolutions: #1-#50-2024 for the year 2024 was duly adopted at the Town Board Organizational Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Monday, January 1, 2024 at 1:00 p.m. The Ceremonies for the swearing in were completed. The Town Board Organizational meeting began at approximately 1:05 p.m. Motion #1 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. Motion #2 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #3 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion#4 was made by Councilmember Dodson and seconded by Councilmember Schlag. Motion #5 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The Town Board Organizational Meeting was adjourned at approximately 2:10 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting till 7:00 p.m. due to the public hearing was kept open. The Town Board continued with the Public Hearing at approximately 7:00 p.m. and ended at 7:05 p.m. with the public hearing kept open.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

January 1, 2024
1:00 PM
Organizational Meeting

Swearing in Ceremonies 1:00 pm

Supervisor Mollie A. Collins – Sworn in by Kenna Collins
Councilmember Teri Gallucci – Sworn in by Glenn Gallucci
Councilmember Ronald Schlag – Sworn in by Alex Schlag
Highway Superintendent Larry LaMora – Sworn in by Lorenzo Mastrianni

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

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants. **PUBLIC HEARING KEPT OPEN**

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

1.24 Motion made to keep Public Hearing open.

2.24 Motion made to appoint Kimberly Scannell to the Planning Commission.

3.24 Motion made to appoint Kimberly Scannell to the Chair of the Planning Commission.

4.24 Motion made to table resolution 49.24.

5.24 Motion made to adjourn Town Board Meeting till 7:00 p.m. tonight.

RESOLUTIONS

1.24 To negotiate and execute an agreement with Romer, Wallens, Gold and Mineaux, as Attorneys for the Town of Rotterdam and as Attorneys for the Town Planning Commission.

2.24 To negotiate and execute an agreement with Roemer, Wallens, Gold, & Mineaux, LLP as labor relation attorneys and consultants.

3.24 To reappoint Charles Jack Dodson to the position of Deputy Supervisor.

4.24 To reappoint Megan Griffin to the position of Confidential Secretary to the Supervisor.

5.24 To appoint Morgan Coryer to the position of Personnel and Benefits Coordinator.

6.24 To appoint Linda Testa to the position of Project Coordinator – Office of the Aging – Part Time.

7.24 To appoint Kimberly Scannell as a member of the Town Planning Commission.

8.24 To appoint Kimberly Scannell as chair of the Town Planning Commission.

9.24 To execute an agreement with Marlo Carter for Secretarial and Transcription Services for the Planning Commission.

10.24 To appoint Philip Eats as a member of the Zoning Board of Appeals.

11.24 To appoint Philip Eats as chair of the Zoning Board of Appeals.

12.24 To execute an agreement with Lisa Gallo for Secretarial and Transcription Services for the Zoning Board of Appeals.

13.24 Authorizing the Supervisor to negotiate and execute an agreement with Michael Mansion, Esq., as Attorney for the Ethics Board.

14.24 To appoint members of the Town of Rotterdam Ethics Committee.

15.24 To appoint various members to the Town of Rotterdam Emergency Medical Board.

16.24 To appoint/reappoint members of the Town of Rotterdam Conservation Advisory Council.

17.24 To appoint/reappoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.

18.24 To appoint individuals to the various positions and titles for the calendar year 2024.

19.24 Adopting Rules of Order for regularly scheduled Town Board meetings.

20.24 Authorizing and approving the Investment Policies and Guidelines for the Town of Rotterdam.

21.24 Authorizing and approving the Purchasing Policy and Procedures for the Town of Rotterdam.

22.24 Appointing the Town Board of Rotterdam as The Official Board of Health for 2024.

23.24 Establishing the Town Board Liaisons Assignments for the calendar year 2024.

24.24 Appointing individuals as members of the Sick Leave Fund Committee.

25.24 Adopting the 2024 Town of Rotterdam Meetings Schedule.

26.24 Adopting the salaries of all elected officials, appointed officials, annually rated permanent employees in the Competitive and Non-Competitive classes of Civil Service employment and directing payment thereof.

27.24 Approving the extension of benefits to qualified elected and full-time appointed positions.

28.24 Approve overtime payments to employees upon written approval of Town Supervisor and/or designees, except in emergency situations.

29.24 Authorizing the Supervisor and/or her designee to approve the attendance of employees at various schools and authorize the payment of expenses thereof.

30.24 Authorizing the Chief of Police and/or his designee to approve the attendance of any member of the police department at various schools, training sessions, conventions, conferences or other meetings requiring said attendance.

31.24 Authorizing the Supervisor to approve the transfer of funds to the Chief of Police for asset forfeiture investigations during 2024.

32.24 Establishing petty cash funds.

33.24 Establish bank depositories for the Town of Rotterdam.

34.24 Reimbursement rate for mileage.

35.24 Designate the Daily Gazette as the official newspaper.

36.24 Authorizing the Supervisor to negotiate and execute an agreement for participation in the Schenectady County Stop-DWI program for the year 2024.

37.24 Authorize the utilization of specific engineering firms to act as Town Designated Engineers for 2024.

38.24 Authorizing the Supervisor to negotiate and execute an agreement with FCM Engineering, PLLC.

39.24 Authorizing the Supervisor to negotiate and execute a contract with Ben Moore Photography/Video.

40.24 Authorizing the Supervisor to negotiate and execute a renewal contract with the Boys and Girls Club.

41.24 Authorizing the Supervisor to negotiate and execute a contract with The Arts Center and Theatre (Open Stage Media).

42.24 Authorizing the Supervisor to negotiate and execute an agreement with Cusack and Company, Certified Public Accountants, LLC.

43.24 Authorizing the Supervisor to negotiate and execute a contract with Scott M. Ronda, LLC, to represent tax litigation matters for the year of 2024.

44.24 Authorizing the Supervisor to negotiate and execute a contract with Bartlett, Pontif, Stewart & Rhodes, PC. to act as attorneys for the Zoning Board of Appeals.

45.24 Authorize and direct the Supervisor and/or designee to prepare and file with the Town Clerk the Annual Financial Report within one hundred twenty (120) days of the close of the 2023 fiscal year and direct the Town Clerk to publish the necessary legal notice.

46.24 Authorizing the Supervisor to negotiate and execute an agreement with Industrial & Utility Valuation Consultants, Inc.

47.24 Authorizing the Supervisor to negotiate and execute an agreement with Hodgson/Russ LLP, Bond Counsel Attorneys.

48.24 Authorizing the Supervisor to negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP Bond Counsel.

49.24 To enact Introductory Local Law No. 1 of 2024; Establishing an amendment and six (6) month extension to local law 9 of 2022 which established twelve (12) month moratorium on solar farms and solar power plants. **TABLED**

50.24 To accept Town Board meeting minutes.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 1.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to keep the public hearing open.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 2.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to appoint Kimberly Scannell to a member of the Planning Commission.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 3.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to appoint Kimberly Scannell as Chair of the Planning Commission.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 4.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table resolution 49.24.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 5.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to adjourn the meeting till 7:00 p.m. tonight.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 1.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROEMER WALLENS GOLD AND MINEAUX AS ATTORNEYS FOR THE TOWN OF ROTTERDAM AND AS ATTORNEYS FOR THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Attorneys for the Town commencing January 1, 2024 through December 31, 2024, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Attorneys for the Planning Commission, commencing January 1, 2024 through December 31, 2024, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 2.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROEMER, WALLENS, GOLD, & MINEAUX, LLP AS LABOR RELATION ATTORNEYS AND CONSULTANTS

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 authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Labor Relations Attorney and Consultants for the Town commencing January 1, 2024 through December 31, 2025, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 3.24

TO REAPPOINT CHARLES JACK DODSON TO THE POSITION OF DEPUTY SUPERVISOR

WHEREAS, Supervisor Mollie Collins has appointed Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam, pursuant to Section Forty-Two (42) of the Town Law of the State of New York, effective January 1, 2024; and

WHEREAS, Councilmember Charles Jack Dodson has graciously accepted the appointment of the Office of Deputy Supervisor of the Town of Rotterdam; and

WHEREAS, Deputy Supervisor Charles Jack Dodson has filed the oath of office, pursuant to Section Twenty-Five (25) of the Town Law of the State of New York; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby acknowledges the appointment of Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember

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

January 1, 2024

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Charles "Jack" Dodson as the Deputy Supervisor for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29 and 42, effective Monday, January 1, 2024.

I hereby direct the appointed Deputy Supervisor to file and execute the oath of office, before the Town Clerk, upon the effective date of this appointment, as required by New York State Town Law, Section 25.

I hereby direct the Town Comptroller take the necessary steps to ensure the Deputy Supervisor has an official undertaking, conditioned upon the faithful performance of his/her duties, as required by New York State Town Law, Section 25.

Mollie A. Collins

Mollie A. Collins
Town Supervisor

cc: D. Marco
P. Sebesta

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 4.24

TO REAPPOINT MEGAN GRIFFIN TO THE POSITION OF CONFIDENTIAL SECRETARY TO THE SUPERVISOR

WHEREAS, Supervisor Mollie Collins has appointed Megan Griffin to the position of Confidential Secretary of the Town of Rotterdam, pursuant to New York State Town Law, Section 29, Subpart 15, effective January 1, 2024; 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 appoints Megan Griffin, of Rotterdam, New York, as the Confidential Secretary to the Supervisor, full time, with full employee benefits, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember

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

January 1, 2024

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Megan Griffin as my Confidential Secretary for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29, Subpart effective Monday, January 1, 2024

Mollie A. Collins
Town Supervisor

cc: D. Marco
P. Sebesta

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,

Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 5.24

TO APPOINT MORGAN CORYER TO THE POSITION OF PERSONNEL AND BENEFITS ADMINISTRATOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Morgan Coryer, of Rotterdam, New York, is hereby appointed to the position of Personnel and Benefits Coordinator full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-four thousand one hundred seventy-four and 90/100 ($64,174.90) dollars, commencing January 1, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 6.24

TO APPOINT LINDA TESTA TO THE POSITION OF PROJECT COORDINATOR – OFFICE FOR THE AGING – PART TIME

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Linda Testa of Rotterdam, New York, is hereby appointed to the position of Project Coordinator, Office for the Aging, part time, with no employee benefits, and subject to pre-employment background checks, at an hourly rate of thirty-five ($35.00) dollars, not to exceed thirty-two thousand ($32,000.00) dollars per year, commencing January 1, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution **FAILED.**

RESOLUTION NO. 7.24 FAILED

TO APPOINT THOMAS YUILLE AS A MEMBER OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas Yuille of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2024 through December 31, 2030.

SECTION 2. This resolution **failed** became effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution **failed** by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

Before the board votes on the next two resolutions I want to state that Tom Yuille has served as a member of the Planning Commission for the past 7 years and has been chairman for the past 2 years. He has donated his time and come into the Department of Public Works every day to work with our Senior Planner and other members of our staff. He also makes himself available to meet with any developers either in the office or at the site. Mr. Yuille works with Metroplex and has developed a strong relationship with the Chairman, Mr. Gillen, to attract businesses to Rotterdam. The job of chairman of the Planning Commission goes beyond just attracting businesses to Rotterdam, it is also protecting the residents of Rotterdam by making sure any new development is completed in a timely manor and meets all town codes. The dedication and time that Mr. Yuille has shown as a member and chairman of the Planning Commission is why I ~~will be~~ recommend on all ~~voting~~ vote yes on these resolutions.

Millie A. Collins

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 7.24

TO APPOINT KIMBERLY SCANNELL AS A MEMBER OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Kimberly Scannell of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2024 through December 31, 2030.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution **FAILED**.

RESOLUTION NO. 8.24 FAILED

TO APPOINT THOMAS YUILLE AS CHAIR OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas Yuille of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution **failed** became effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution **failed** by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

Before the board votes on the next two resolutions I want to state that Tom Yuille has served as a member of the Planning Commission for the past 7 years and has been chairman for the past 2 years. He has donated his time and come into the Department of Public Works every day to work with our Senior Planner and other members of our staff. He also makes himself available to meet with any developers either in the office or at the site. Mr. Yuille works with Metroplex and has developed a strong relationship with the Chairman, Mr. Gillen, to attract businesses to Rotterdam. The job of chairman of the Planning Commission goes beyond just attracting businesses to Rotterdam, it is also protecting the residents of Rotterdam by making sure any new development is completed in a timely manor and meets all town codes. The dedication and time that Mr. Yuille has shown as a member and chairman of the Planning Commission is why I ~~will be~~ recommend you all ~~voting~~ vote yes on these resolutions.

Mollie A. Collins

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 8.24

TO APPOINT KIMBERLY SCANNELL AS CHAIR OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Kimberly Scannell of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 9.24

TO EXECUTE AN AGREEMENT WITH MARLO CARTER FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Marlo Carter of Clifton Park, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, for a one (1) year term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

TOWN OF ROTTERDAM Schenectady, County, N.Y.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 10.24

TO APPOINT PHILIP EATS AS A MEMBER OF THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1, 2024 through December 31, 2028.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 11.24

TO APPOINT PHILIP EATS AS CHAIR OF THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 12.24

TO EXECUTE AN AGREEMENT WITH LISA GALLO FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Lisa Gallo of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Zoning Board of appeals, and on an as needed basis for the Town of Rotterdam Planning Commission, for a one (1) year term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 13.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MICHAEL MANSION, ESQ. AS ATTORNEY FOR THE ETHICS BOARD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with Michael Mansion, Esq., as attorney for the Town of Rotterdam Ethics Board for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 14.24

TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM ETHICS COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Ethics Committee for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

James Keith
Yvonne Cleveland
Renee Mertens

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 15.24

TO APPOINT VARIOUS MEMBERS TO THE TOWN OF ROTTERDAM EMERGENCY MEDICAL BOARD

WHEREAS, Town Code Chapter 27 established the Town of Rotterdam Emergency Medical Board and provides that membership on such Emergency Medical Board shall consist of, two members from the Town of Rotterdam Town Board, two members from the Rotterdam Police Department, two members from the current town-based ambulance service provider, two members from fire department rescue squads and two residents of the Town of Rotterdam; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints and/or reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2024:

Councilmember, Joseph Mastroianni – Chair
Councilmember, Charles J. Dodson
Deputy Chief William Male – Secretary
Detective Paul Chevalier
Deam Romano (EMS)
Keith Collins(EMS)
Mike Denny (Fire)
[redacted] (Fire)
Joseph Heinbach Jr.
Ericka Montagino

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady County NY

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 16.24

TO APPOINT/REAPPOINT MEMBERS OF THE TOWN OF ROTTERDAM CONSERVATION ADVISORY COUNCIL

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

Kathleen Curtis
Kathleen Fisher
Mary Barrie
Andrea Coppola

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 17.24

TO APPOINT/REAPPOINT MEMBERS OF THE TOWN OF ROTTERDAM PARKS AND RECREATION ADVISORY COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Harry Marx, of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2024 through December 31, 2026:

Roslyn Warlik
Andrea Coppola
Nate Ryan
Bart Metzold

SECTION 3. Roslyn Warlik, of Rotterdam, New York, is hereby appointed as the Vice-Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 18.24

TO APPOINT INDIVIDUALS TO THE VARIOUS POSITIONS AND TITLES FOR THE CALENDAR YEAR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. 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 designee, with no employee benefits for the year 2024 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $7,000
Wellness Compliance	
Megan Griffin	Annual Stipend $2,000
Events/Social Media Coordinator	
Megan Griffin	Annual Stipend $3,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Stormwater Program Coordinator/Stormwater Management officer	
Mary Barrie	Hourly Rate $35.00
Stormwater Management Officer	
Daniel Marsello	Annual Stipend $3,500
DPW Records Management	
Lisa Gallo	Annual Stipend $2,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $115.00
School Traffic Officer	
Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $17.00
Clerk- Part Time(Highway)	
Donna Larsen	Hourly Rate $19.50
Clerk – Part Time(Police Dept)	
Allison Kartner	Hourly Rate $24.38
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
(Maximum 3 days per week)

Bingo Inspector
William Purcell — Hourly Rate $17.00

Safety Inspector (FEMA)
Kathy Fisher — Hourly Rate $35.00

Accountant – Part Time
Sarah Morrison — Hourly Rate $40.00

Project Coordinator, Office of the Aging– Part Time
Linda Testa — Hourly Rate $35.00
(Not to exceed $32,000.00 dollars annually)

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

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 Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

December 20, 2023

By Email

Town Board of the Town of Rotterdam

Town Clerk of the Town of Rotterdam

Re: Resolution No. 18.24

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. 18.24, currently on the agenda for the Town Board meeting scheduled for January 1, 2024, would appoint my husband, Clark Collins, as part-time water treatment plant operator. If approved, my husband's rate of pay would be $35.00 per hour.

Because this Resolution would appoint my husband, I am providing this written disclosure that I may be deemed to have an interest in this appointment. This disclosure is being sent to the Town Board, the Town Clerk, and I am asking that it 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 1, 2024 meeting.

Finally, in addition to making written disclosure in this letter, I have also chosen to recuse myself from any discussion or vote on this Resolution. I will not be participating in any discussion or vote on this matter at the January 1, 2024 meeting.

Very truly yours,

Mollie A. Collins

Mollie A. Collins, Supervisor

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,

Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 19.24

ADOPTING RULES OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETINGS

WHEREAS, the Town Board of the Town of Rotterdam is desirous of having public and open meetings; and

WHEREAS, the Town Board of the Town of Rotterdam also believes that Town Board meetings should be conducted in as smooth and efficient manner as possible so as to afford any and all residents so desiring the ability to be heard; 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 shall conduct regular public (open) meetings pursuant to the attached "Rules of Order and Procedures of the Town Board of the Town of Rotterdam" which are heretofore adopted.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 20.24

AUTHORIZING AND APPROVING THE INVESTMENT POLICIES AND GUIDELINES FOR THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached "Investment Policies and Guidelines of the Town of Rotterdam."

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached "Investment Policies and Guidelines for the Town of Rotterdam" for public display during normal business hours.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 21.24

AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached "Purchasing Policy and Procedures".

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached "Purchasing Policy and Procedures" for public display during normal business hours.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 22.24

APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD OF HEALTH FOR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Councilmembers of the Town of Rotterdam are appointed to and they do hereby constitute the official Board of Health of the Town of Rotterdam for the year 2024.

SECTION 2. The Town Board of Health of the Town of Rotterdam shall have all the necessary powers to make investigations and examinations into nuisances or questions affecting the health in the Town of Rotterdam.

SECTION 3. The Town Board of Health of the Town of Rotterdam may, from time to time, employ competent persons to render sanitary services and make or supervise practical and scientific investigations requiring expert skills, and prepare plans and reports relative thereto.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 23.24

ESTABLISHING THE TOWN BOARD LIAISONS ASSIGNMENTS FOR THE CALENDAR YEAR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam establishes the following liaison assignments for the calendar year 2024:

BUDGET & FINANCE
Jack Dodson
Teri Gallucci

BUILDINGS & GROUNDS
Jack Dodson
Ronald Schlag

ADA COMPLIANCE
Teri Gallucci
Ronald Schlag

ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS
Teri Gallucci
Ronald Schlag

EMERGENCY MEDICAL PARAMEDIC SERVICES
Ronald Schlag
Teri Gallucci

EMPLOYEE RELATIONS – CSEA
Jack Dodson
Joseph Mastroianni

EMPLOYEE RELATIONS – PBA
Jack Dodson
Joseph Mastroianni

ENERGY-SUSTAINABLE & RENEWABLES
Joseph Mastroianni
Teri Gallucci

ENVIRONMENTAL CONSERVATION/STORMWATER IMPROVEMENTS-MANAGEMENT
Jack Dodson
Teri Gallucci

HEALTH
Ronald Schlag
Joseph Mastroianni

HIGHWAY
Jack Dodson
Joseph Mastroianni

HERITAGE & HISOTRICAL AFFAIRS
Teri Gallucci
Joseph Mastroianni

INTERGOVERNMENTAL AFFAIRS
Teri Gallucci
Jack Dodson

LOCAL LAW AND ORDINANCES
Jack Dodson
Ronald Schlag

PARKS, RECREATION, PROGRAMS FOR THE AGING AND YOUTH
Ronald Schlag
Joseph Mastroianni

PUBLIC SAFETY
Jack Dodson
Ronald Schlag

PUBLIC WORKS – WATER, SEWER & WATER/SEWER MAINTENANCE
Jack Dodson
Joseph Mastroianni

TAXATION & ASSESSMENTS
Joseph Mastroianni
Teri Gallucci

TECHNOLOGY & RECORDS MANAGEMENT
Teri Gallucci
Ronald Schlag

VETERANS AFFAIRS
Ronald Schlag
Joseph Mastroianni

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 24.24

APPOINTING INDIVIDUALS AS MEMBERS OF THE SICK LEAVE FUND COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed as a member of the Town of Rotterdam Sick Leave Fund Committee for a one (1) year term commencing January 1, 2024 through December 31, 2024: Joseph Mastroianni
Donna Levasseur
Brad Canning
Lisa Gallo

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 25.24

ADOPTING THE 2024 TOWN OF ROTTERDAM MEETINGS SCHEDULE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, Planning Commission, Zoning Board of Appeals, Conservation Advisory Council, Parks and Recreation Advisory Committee, and the Energy Advisory Committee of the Town of Rotterdam shall hold regular public (open) meetings from January 1, 2024 through January 1, 2025 pursuant to the meeting schedule attached.

SECTION 2. All Town meetings, pursuant to attached schedule shall be held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 unless otherwise stated.

SECTION 3. All Town meetings, pursuant to the attached schedule, shall be open to the general public in accordance with Article 7 of the New York State Public Officers Law, also known as the Open Meetings Law.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 26.24

ADOPTING THE SALARIES OF ALL ELECTED OFFICIALS, APPOINTED OFFICIALS, ANNUALLY RATED PERMANENT EMPLOYEES IN THE COMPETITIVE AND NON-COMPETITIVE CLASSES OF CIVIL SERVICE EMPLOYMENT AND DIRECTING PAYMENT THEREOF

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The salaries of all annually rated permanent employees in the competitive and non-competitive classes of Civil Service Employment are hereby directed to be paid by the Supervisor from the appropriate line items contained in the 2024 Annual Budget, not to exceed the annual budget amount for the year 2024 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

SECTION 2. The salaries of the elected officials of the Town of Rotterdam shall be paid an annual compensation as follows:

Supervisor	$13,000.00
Councilmembers (4)	$10,000.00 (each)
Town Justices (2)	$39,390.00 (each)
Superintendent of Highways	$70,965.00
Town Clerk	$59,438.00
Receiver of Taxes	$59,438.00
Deputy Town Supervisor	$ 3,000.00

SECTION 3. The salaries of the appointed officers or employees of the Town of Rotterdam shall be paid an annual compensation as follows:

Conservation Advisory Council Member (7)	$250.00 (each)
Zoning Board of Appeals Member (3)	$2,625.00 (each)
Zoning Board of Appeals Chair	$4,200.00
Zoning Board of Appeals Vice Chair	$3,150.00
Planning Commission Member (5)	$4,200.00 (each)
Planning Commission Chair	$8,400.00
Planning Commission Vice Chair	$4,935.00

Comptroller	$82,485.00	
Assessor	$87,227.28	
Confidential Secretary to the Supervisor	$50,260.00	
Confidential Secretary to the Department of Public Works		$44,880.00
Deputy Town Clerk		$46,000.00
Deputy Receiver of Taxes		$46,000.00
Historian		$500.00
Board of Assessment Review (5)		$550.00(each)

SECTION 4. The Comptroller is hereby authorized to modify the 2024 Adopted budget by transferring funds from the Contingency Account (A-1990-4172) to the respective Personal Services appropriations accounts as necessary to be consistent with the salaries listed.

SECTION 5. The pay period of each officer or employee, whether bi-weekly or monthly, shall continue as heretofore established in regard to respective positions.

SECTION 6. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

TOWN OF ROTTERDAM NY Office of the Town Clerk Schenectady County

Diane M. Marco

Diane M. Marco, Town Clerk

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,

Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly

RESOLUTION NO. 27.24
APPROVING THE EXTENSION OF BENEFITS TO QUALIFIED ELECTED AND FULL-TIME APPOINTED POSITIONS

WHEREAS, the Town Board of the Town of Rotterdam has determined that certain elected and appointed officials provide valuable service to the town; and

WHEREAS, the Town of Rotterdam needs to clarify the intent of the Town with regard to the benefits provided to certain elected and appointed positions; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2024, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor and Town Councilmembers shall not be entitled to dental insurance, vision care insurance or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above-mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby approves the extension of benefits as they relate to contracts from January 1, 2006, as in effect and all subsequent contractual agreements, to the following elected and full-time appointed positions of Town Comptroller, Town Justice, Highway Superintendent, Town Clerk, Receiver of Taxes, Deputy Town Clerk, Deputy Receiver of Taxes and Assessor.

SECTION 3. The Town Board of the Town of Rotterdam hereby affords, at a minimum, the benefits contained in the Memorandum of Agreement dated December 5, 2016 through December 31, 2021, and by the modified Memorandum of Agreement dated January 1, 2022 through December 31, 2023, as in effect and all subsequent contractual agreements negotiated between the Town of Rotterdam and the Town of Rotterdam Unit of the Civil Service Employees Association Inc., to all elected and full-time positions contained in Section 2 above.

SECTION 4. The only exceptions to Section 3 above shall be the following:

The salaries of the aforementioned appointed employees shall be established by the Town Board.

Any appointed employee who shall leave their position as an appointed exempt employee after the effective date of this resolution to accept a position as an employee of the Town of Rotterdam whereby they would become eligible for benefits under the existing CSEA contract, shall have the right to carry over all accumulated sick leave, personal and vacation time which may have been earned while in their previous position as an appointed employee.

Any appointed employee who shall assume a position as an elected official of the Town of Rotterdam shall be compensated for all accumulated vacation time upon the effective date of their elected position.

The Supervisor of the Town of Rotterdam, subject to state law and the approval of the Town Board of the Town of Rotterdam, shall establish the workweek and hours of employment for all appointed employees.

The individuals holding the appointed and elected positions as listed in Section 2 above shall not be entitled to earn overtime pay or to accumulate compensatory time as part of their employee benefits.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,

Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 28.24

APPROVE OVERTIME PAYMENTS TO EMPLOYEES UPON WRITTEN APPROVAL OF TOWN SUPERVISOR AND/OR DESIGNEES, EXCEPT IN EMERGENCY SITUATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby approve overtime payment to Town Employees only with the prior written approval of the department head or Town Supervisor and/or designee except in the case of an emergency situation involving the health, safety and welfare of the general public for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 29.24

AUTHORIZING THE SUPERVISOR AND/OR HER DESIGNEE TO APPROVE THE ATTENDANCE OF EMPLOYEES AT VARIOUS SCHOOLS AND AUTHORIZE THE PAYMENT OF EXPENSES THEREOF

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Supervisor of the Town of Rotterdam and/or his/her designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2024 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

SECTION 2. The Comptroller of the Town of Rotterdam is hereby authorized to pay such person attending an authorized function which has been approved by the Supervisor and all actual and necessary expenses for travel, meals and lodging incurred by such person by reason of such attendance; including registration or other fees, as considered a valid charge to be expended from the appropriate line item in the budget of the Town of Rotterdam.

SECTION 3. The Supervisor of the Town of Rotterdam shall adhere to the following guidelines when approving attendance and expenditures of funds as follows:

A. Job related activities only.
B. Expenditure levels:
    1. Mileage for use of personal vehicle at authorized town rate.
    2. The Supervisor of the Town of Rotterdam authorizes full reimbursement for lodging charges for those who have been pre-approved for attendance to various conferences/conventions.
    3. Meals: Breakfast not to exceed $10.00; Lunch not to exceed $15.00 and Dinner not to exceed $25.00.
    4. Other expenses: miscellaneous expenses such as tolls, course registration fees and materials, transportation and gratuities, etc. upon documentation and reasonable use.
C. Claims and receipt guidelines pursuant to the Office of the NYS Comptroller, Division of Municipal affairs, Reference Guide #8, as revised 2/29/84 must be followed.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 30.24

AUTHORIZING THE CHIEF OF POLICE AND/OR HIS DESIGNEE TO APPROVE THE ATTENDANCE OF ANY MEMBER OF THE POLICE DEPARTMENT AT VARIOUS SCHOOLS, TRAINING SESSIONS, CONVENTIONS, CONFERENCES OR OTHER MEETINGS REQUIRING SAID ATTENDANCE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Chief of Police of the Town of Rotterdam and/or his designee to approve, only upon written request accompanies by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam Police Department to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2024 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

SECTION 2. The Chief of Police of the Town of Rotterdam is hereby authorized to pay such person attending an authorized function which has been approved by the Supervisor and all actual and necessary expenses for travel, meals and lodging incurred by such person by reason of such attendance; including registration or other fees, as considered a valid charge to be expended from the appropriate line item in the budget of the Town of Rotterdam.

SECTION 3. The Chief of Police of the Town of Rotterdam shall adhere to the following guidelines when approving attendance and expenditures of funds as follows:

A. Job related activities only.
B. Expenditure levels:
   1. Mileage for use of personal vehicle at authorized town rate.
   2. The Supervisor of the Town of Rotterdam authorizes full reimbursement for lodging charges for those who have been pre-approved for attendance to various conferences/conventions.
   3. Meals: Breakfast not to exceed $10.00; Lunch not to exceed $15.00 and Dinner not to exceed $25.00.
   4. Other expenses: miscellaneous expenses such as tolls, course registration fees and materials, transportation and gratuities, etc. upon documentation and reasonable use.

C. Claims and receipt guidelines pursuant to the Office of the NYS Comptroller, Division of Municipal affairs, Reference Guide #8, as revised 2/29/84 must be followed.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 31.24

AUTHORIZING THE SUPERVISOR TO APPROVE THE TRANSFER OF FUNDS TO THE CHIEF OF POLICE FOR ASSET FORFEITURE INVESTIGATIONS DURING 2024

WHEREAS, the Town of Rotterdam maintains an Asset Forfeiture Reserve Fund to be used for the payment of expenses related to asset forfeiture investigations by the Rotterdam Police Department; and

WHEREAS, the Chief of Police of the Rotterdam Police Department from this time-to-time request that funds from this special reserve fund be made available to the Department; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby authorize the Supervisor of the Town of Rotterdam to approve the transfer of funds to the Chief of Police of the Town of Rotterdam Police Department for asset forfeiture investigations during 2024.

SECTION 2. The Comptroller of the Town of Rotterdam is hereby authorized to draw funds from the Asset Forfeiture Bank Account in an amount approved by the Supervisor payable to the Chief of the Rotterdam Police Department and make the necessary budgetary adjustment.

SECTION 3. The Chief of Police of the Rotterdam Police Department shall be responsible for the accounting and reporting of all funds received, and shall file a summary with the Supervisor of the Town of Rotterdam at the end of each fiscal year.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 32.24

ESTABLISHING PETTY CASH FUNDS

WHEREAS, Pursuant to Section 64 (1) (a) of the New York State Law, the Town Board of the Town of Rotterdam may establish petty cash funds for various departments within the Town of Rotterdam, and state law outlines the obligations in the handling of said funds; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Petty cash funds are hereby established for use by various town offices for the year of 2024 as follows:

1.	Receiver of Taxes	$1,000.00
2.	Comptroller	$ 140.00
3.	Chief of Police	$ 250.00
4.	Senior Center	$ 100.00
5.	Town Clerk	$ 200.00

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 33.24

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That monies to the credit of the Town of Rotterdam in amounts not to exceed forty million and 00/100 ($40,000,000.00) dollars per account be deposited with the following:

1. Key Bank, 1703 Altamont Avenue, Schenectady, New York 12303
2. Greene County Commercial Bank, 425 Main Street, Catskill, New York 12414
3. Pioneer Bank, 1828 Altamont Avenue, Schenectady, New York 12303
4. Saratoga National Bank, 1963 Altamont Avenue, Schenectady, New York 12303
5. New York Liquid Asset Fund (NYLAF), 300 Westage Business Center Drive, Suite 405, Fishkill, NY 12524.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 34.24

REIMBURSEMENT RATE FOR MILEAGE

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

SECTION 1. Pursuant to the provisions of Section 102 of the Town Law of the State of New York, the Town Board of the Town of Rotterdam hereby allows reimbursement for mileage expenses at the IRS standard milage rate for business travel as in effect at the relevant time. Mileage reimbursement will only be paid to a Town employee when:

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

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 35.24

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

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 designates the Daily Gazette, a newspaper published in the City of Schenectady, New York, located at 2445 Maxon Road Extension, Schenectady, New York, 12408, and having significant circulation in the Town of Rotterdam, be the official newspaper of the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 36.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE SCHENECTADY COUNTY STOP-DWI PROGRAM FOR THE YEAR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 37.24

AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS TOWN DESIGNATED ENGINEERS FOR 2024

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 utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2024 on a as needed basis:

Barton and Loguidice
Brett L. Steenburgh, PLLC
CT Male & Associates
Clough Harbor and Associates (CHA)
Colliers Engineering & Design
Creighton Manning Engineering
Empire Engineering
GPI /Greenman Pedersen Inc.
Ingalls and Associates
LaBella Associates
Laberge Group
PRIME AE Group of NY

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute contracts with the above referenced engineering firms in 2024.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 38.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FCM ENGINEERING, PLLC

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

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with FCM Engineering, PLLC of 156 Spring Road, Scotia, New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2024.

SECTION 2. FCM Engineering PLLC, providing on call engineering services for the Town of Rotterdam, is prohibited from Town Designated Engineering (TDE) assignments during the term of this agreement.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady County NY

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 39.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH BEN MOORE PHOTOGRAPHY/VIDEO

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Ben Moore, of 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the unedited recording of the Town Board Meetings for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 40.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A RENEWAL CONTRACT WITH THE BOYS AND GIRLS CLUB

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Boys and Girls Club of Schenectady, P.O. Box 466, Schenectady, New York, 12301, for services to be provided for the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 41.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE ARTS CENTER AND THEATRE (OPEN STAGE MEDIA)

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

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Arts Center and Theatre of Schenectady, located at 432 State Street, Schenectady, New York 12305, to provide public and government television access, in an amount not to exceed five thousand and 00/100 ($5,000.00) dollars, annually for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 42.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AGREEMENTS WITH CUSACK AND COMPANY, CERTIFIED PUBLIC ACCOUNTANTS LLC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute agreements with Cusack and Company, Certified Public Accountants, LLC, of 7 Airport Park Boulevard, Latham, New York 12110, to provide auditing services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 43.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH SCOTT M. RONDA, LLC TO REPRESENT TAX LITIGATION MATTERS FOR THE YEAR OF 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Scott M. Ronda, LLC, located at 1 Vosburgh Road, Suite 2, Mechanicville, New York 12118, to represent the Town of Rotterdam related to tax litigation matters for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

TOWN OF ROTTERDAM NY Office of the Town Clerk Schenectady County

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 44.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH BARTLETT, PONTIF, STEWART & RHODES, PC. TO ACT AS ATTORNEYS FOR THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with, Bartlett, Pontif, Stewart & Rhodes, PC., located at P.O. Box 2168, 1 Washington Street, Glenns Falls, New York 12801 to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 45.24

AUTHORIZE AND DIRECT THE SUPERVISOR AND/OR DESIGNEE TO PREPARE AND FILE WITH THE TOWN CLERK THE ANNUAL FINANCIAL REPORT WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF THE 2023 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, Pursuant to Section 29 (10-a) of New York Town Law, hereby authorizes and directs the Supervisor of the Town of Rotterdam, in lieu of preparing the report required by Section 29(10) of New York State Town Law, to submit to the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days after the close of the 2023 fiscal year, a copy of the report to the NYS Comptroller required by Section 30 of the New York State General Municipal Law pursuant to Section 29(10-a) of the NYS Town Law, and the Town Clerk shall cause a notice to be published within ten (10) days after receipt thereof, that a copy of such report is on file in the Town Clerk's office and is available for public inspection and copying in the official newspaper.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam within ten (10) days after receipt of a copy of the Annual Financial Report of the 2023 Fiscal Year prepared and filed by the Supervisor pursuant to Section 29 (10-a) of the New York State Town Law within one hundred twenty (120) days after the close of the fiscal year, the following public notice:

TOWN OF ROTTERDAM
PUBLIC NOTICE

PLEASE TAKE NOTICE: That a copy of the Annual Financial Report of the Town of Rotterdam filed by the Supervisor pursuant to Section 29 (10-a) of the Town Law of the State of New York in the Office of the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days of the close of the 2023 fiscal year and said report being a true and accurate copy of the report to the Comptroller of the State of New York as required by Section 30 of the New York State General Municipal Law, is on file in the Town Clerk's office and available for public inspection and copying during normal business hours.

BY ORDER OF THE ROTTERDAM TOWN BOARD
Diane M. Marco, Town Clerk

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 46.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH INDUSTRIAL & UTILITY VALUATION CONSULTANTS, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Industrial & Utility Valuation Consultants Inc., located at 31 Colonial Green, Albany, New York, 12211, to provide Real Property Tax Consulting Services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION 47.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HODGSON/RUSS LLP, BOND COUNSEL ATTORNEYS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Hodgson/Russ LLP, Bond Counsel Attorneys, located at 677 Broadway, Suite 301, Albany, New York to provide bond counsel services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 48.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ORRICK, HERRINGTON & SUTCLIFFE LLP BOND COUNSEL

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP, Bond Counsel Attorneys, located at 51 West 52nd Street, New York, New York 10019, to provide bond counsel services to the Town of Rotterdam, for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was **tabled:**

RESOLUTION NO. 49.24 TABLED

TO ENACT INTRODUCTORY LOCAL LAW NO. 1 OF 2024; ESTABLISHING AN AMENDMENT AND SIX (6) MONTH EXTENSION TO LOCAL LAW 9 OF 2022 WHICH ESTABLISHED A TWELVE (12) MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

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

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 1 of 2024.

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

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

TO TABLE

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was **Tabled** by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 50.24

TO ACCEPT TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 13, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, 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 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 52.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 1 OF 2024; ESTABLISHING AN AMENDMENT AND SIX (6) MONTH EXTENSION TO LOCAL LAW 9 OF 2022 WHICH ESTABLISHED A TWELVE (12) MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 1 of 2024.

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

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Local Law Filing

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

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

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

of Rotterdam

Local Law No. 1 **of the year 20**24

A local law to amend and extend Local Law 9 of 2022
(Insert Title)

Be it enacted by the _____ **of the**
(Name of Legislative Body)

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

of Rotterdam **as follows:**

See attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2024 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Rotterdam Town Board on January 1 2024, in accordance with the applicable
(Name of Legislative Body)
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)
(Name of Legislative Body)
(repassed after disapproval) by the _____ and was deemed duly adopted
(Elective Chief Executive Officer)*
on _____ 20☐☐, in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

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

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

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

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

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

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

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

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

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

(Seal)

Date: _____

TOWN OF ROTTERDAM

LOCAL LAW NO. 1 OF THE YEAR 2024

A LOCAL LAW TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022

SECTION 1. Authorization

This local law is enacted pursuant to the provisions of New York's Town Law and Municipal Home Rule Law.

SECTION 2. Title and Purpose

This law shall be known as and may be cited as Local Law No. 1 of 2024 and shall be referred to as the "Local Law Extending and Imposing Six-Month Moratorium on New Large-Scale Solar Use Projects in the Town of Rotterdam"

SECTION 3. Legislative Finding

The Town passed a Moratorium on Large-Scale Solar Use Projects that expires on December 16, 2023. The Town believes it is necessary to extend the Moratorium on new projects to enable the Town to continue to evaluate and possibly revise certain provisions of the Code. The proposed moratorium will not apply to projects that have previously obtained final approvals for Large-Scale Solar Use.

SECTION 4. Amendment

Local Law 9 of 2022, "A Local Law to Establish a 12- Month Moratorium on Solar Farms and Solar Power Plants", at Section 4(A) and 4(B) "Moratorium" shall be amended as follows:

A. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

B. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5. Validity and Severability

Should the removal of any word, section, clause, paragraph, sentence, part or provision of this local law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 6. Repeal, Amendment and Supersession of Other Laws

All other ordinances or local laws of the Town of Rotterdam which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect.

SECTION 7. Effective Date

This Local Law shall take effect immediately upon filing with the New York Department of State and shall remain in force and effect for a period of six (6) months from the date of such filing.

RESOLUTION NO. 53.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR DECEMBER 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 December 2023, has been placed on file and the town clerk's check in the amount of three thousand seven hundred eighty one dollars and 24/100 ($3,781.24) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective January 10, 2024

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 3, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for December 2023, $3,781.24 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 10, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: January 10, 2024

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of January 10, 2024

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

Town Clerk Monthly Report
December 01, 2023 - December 31, 2023

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	4	6.19
			Sub-Total:	**$6.19**
Dog Licensing	Exempt Dog	A2544	1	0.00
Dog Licensing	Female, Spayed	A2544	85	1,190.00
Dog Licensing	Female, Unspayed	A2544	17	289.00
Dog Licensing	Male, Neutered	A2544	80	1,120.00
Dog Licensing	Male, Unneutered	A2544	8	136.00
Dog Licensing	Replacement Tags	A2544	2	6.00
			Sub-Total:	**$2,741.00**
Late Fees	Late Fee -Dog Renewal	A1550	47	470.00
			Sub-Total:	**$470.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	1	17.50
			Sub-Total:	**$17.50**
Misc	Misc		8	148.55
			Sub-Total:	**$148.55**
MISC. FEES	Boarding - Dog		1	40.00
MISC. FEES	Certified Copies	A1255	75	750.00
	Redemption - Dog		1	55.00
			Sub-Total:	**$845.00**
PERMIT FEES	Garage Sale	A2590	2	10.00
			Sub-Total:	**$10.00**
Senior Discount	Senior Discount	A2544	46	-457.00
			Sub-Total:	**-$457.00**
			Total Local Shares Remitted:	**$3,781.24**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	240.00
Amount paid to:	NYS Environmental Conservation	92.81
Amount paid to:	State Health Dept. For Marriage Licenses	22.50

Total State, County & Local Revenues: $4,136.55

Total Non-Local Revenues: $355.31

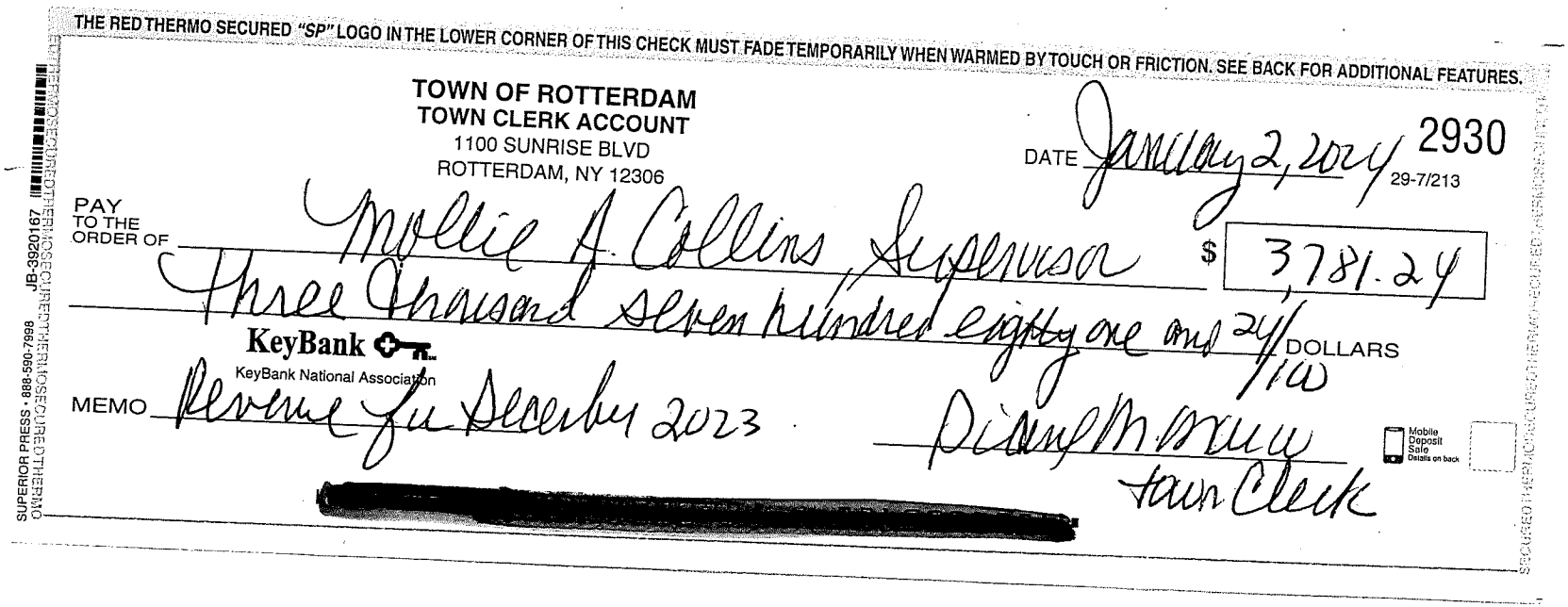
To the Supervisor:
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees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

Mollie A. Collins — Supervisor — 12/29/23 — Date

Diane M. Marco — Town Clerk — 12/29/23 — Date

Monthly Worksheet of Daily Work
December 2023

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Games of chance 3%Bingo	STATE BINGO GAMES CHANCE	TOWN PORTION	EZ Pass	ONE Day Officiant
12/1/2023	$254.38	$0.00	$0.00	$0.00	$105.00	$9.00	$96.00	$0.00	$0.00	$0.00	$9.38	$0.00	$0.00	$0.00	$0.00
12/4/2023	$330.00	$10.00	$9.44	$0.56	$230.00	$21.00	$209.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/5/2023	$173.00	$27.00	$24.79	$2.21	$76.00	$10.00	$66.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/6/2023	$260.00	$0.00	$0.00	$0.00	$180.00	$23.00	$157.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/7/2023	$170.00	$0.00	$0.00	$0.00	$150.00	$14.00	$136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/8/2023	$272.00	$47.00	$44.41	$2.59	$205.00	$16.00	$189.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/11/2023	$415.41	$15.00	$14.17	$0.83	$270.00	$21.00	$249.00	$0.00	$0.00	$0.00	$10.41	$0.00	$0.00	$0.00	$0.00
12/12/2023	$188.82	$0.00	$0.00	$0.00	$89.00	$10.00	$79.00	$0.00	$0.00	$0.00	$29.82	$0.00	$0.00	$0.00	$0.00
12/13/2023	$265.00	$0.00	$0.00	$0.00	$185.00	$16.00	$169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/14/2023	$130.00	$0.00	$0.00	$0.00	$35.00	$3.00	$32.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/15/2023	$230.00	$0.00	$0.00	$0.00	$130.00	$12.00	$118.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/18/2023	$293.00	$0.00	$0.00	$0.00	$233.00	$20.00	$213.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/19/2023	$120.54	$0.00	$0.00	$0.00	$25.00	$3.00	$22.00	$40.00	$22.50	$17.50	$35.54	$0.00	$0.00	$0.00	$0.00
12/20/2023	$263.89	$0.00	$0.00	$0.00	$105.00	$11.00	$94.00	$0.00	$0.00	$0.00	$18.89	$0.00	$0.00	$0.00	$0.00
12/21/2023	$144.20	$0.00	$0.00	$0.00	$120.00	$8.00	$112.00	$0.00	$0.00	$0.00	$4.20	$0.00	$0.00	$0.00	$0.00
12/22/2023	$158.77	$0.00	$0.00	$0.00	$90.00	$10.00	$80.00	$0.00	$0.00	$0.00	$18.77	$0.00	$0.00	$0.00	$0.00
12/27/2023	$206.54	$0.00	$0.00	$0.00	$135.00	$14.00	$121.00	$0.00	$0.00	$0.00	$21.54	$0.00	$0.00	$0.00	$0.00
12/28/2023	$176.00	$0.00	$0.00	$0.00	$86.00	$11.00	$75.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/29/2023	$85.00	$0.00	$0.00	$0.00	$75.00	$8.00	$67.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by DMM 12/29/23	**$4,136.55**	$99.00	**$92.81**	**$6.19**	$2,524.00	**$240.00**	**$2,284.00**	$40.00	**$22.50**	**$17.50**	**$148.55**	**$0.00**	**$0.00**	**$0.00**	**$0.00**



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

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

DATE January 2, 2024 2930
29-7/213

PAY TO THE ORDER OF Mollie A. Collins, Supervisor $ 3,781.24

Three Thousand Seven hundred eighty one and 24/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue for December 2023

Diane M. Brun
Town Clerk

Mobile Deposit Safe Details on back

SUPERIOR PRESS • 888-590-7998 JB-3920167 01/17

SECURED THERMO SECURED THERMO SECURED THERMO SECURED THERMO

RESOLUTION NO. 54.24

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***		***Title***	***Amount***
General	A7110 181921	FROM:	Sr. Rec. Leader	-7,000.00
General	A7110 100021	INTO:	Park & Rec Asst. S	+7,000.00
General	A7110 182021	FROM:	Recreation Special	-5,230.25
General	A7110 130021	INTO:	Park Attendants PT (Summer)	+5,230.25
General	A7110 182021	FROM:	Recreation Special	-4,000.00
General	A7110 106021	INTO:	Carpenter	+4,000.00
General	A7110 182021	FROM:	Recreation Special	-8,500.00
General	A7110 120021	INTO:	Park Attendants	+8,500.00
General	A7110 4151	FROM:	Supply Material Ball	-2,000.00
General	A7110 4152	INTO:	Parks Dumpster Rental	+2,000.00
General	A6772 2005	FROM:	Equipment/Paving	-15,480.09
General	A6772 4900	INTO:	Building Repairs	+15,480.09
General	A6772 2005	FROM:	Equipment/Paving	-2,500.00
General	A6772 4904	INTO:	Maintenance & Supplies	+2,500.00

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **January 5, 2024**

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 January 10, 2024

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 January 10, 2024 and approve the transfer.

Attachment/Document(s): Memo: Morgan Coryer

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coordinator of Parks & Senior Programs

Subject: Budget Transfers

Date: December 14, 2023

Please transfer the following funds to salary lines and other end of year expenses:

From	**A7110 181921 Sr. Recreation Leader**	**Amount:** $7000.00
To	**A7110 100021 Park & Rec Asst. S**	**Amount:** $7000.00
From	**A7110 182021 Recreation Special**	**Amount:** $5230.25
To	**A7110 130021 Park Attendants PT (Summer)**	**Amount:** $5230.25
From	**A7110 182021 Recreation Special**	**Amount:** $4000.00
To	**A7110 106021 Carpenter**	**Amount:** $4000.00
From	**A7110 182021 Recreation Special**	**Amount:** $8500.00
To	**A7110 120021 Park Attendants**	**Amount:** $8500.00
From	**A7110 4151 Supply Material Ball**	**Amount:** $2000.00
To	**A7110 4152 Parks Dumpster Rental**	**Amount:** $2000.00

Memorandum

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coordinator of Parks & Senior Programs

Subject: Budget Transfers for Senior Center

Date: December 14, 2023

Please transfer the following funds to cover end of year expenses:

From A6772 2005 Equipment/Paving **Amount:** $15480.09

To A6772 4900 Building Repairs **Amount:** $15480.09

From A6772 2005 Equipment/Paving **Amount:** $2500.00

To A6772 4904 Maintenance & Supplies **Amount**: $2500.00

Thank you.

RESOLUTION NO. 55.24

TO AUTHORIZE A RELEASE OF RETAINAGE TO CDE ELECTRICAL INC.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment No. 6 to CDE Electric Inc., located at PO Box 204, 685 Vernal Butler Road, Cairo, NY 12413, for the Salt Storage & Yard Waste Processing Facility project - Contract No. 3, in the total amount of four thousand seven hundred ten and 00/100 dollars ($4,710.00).

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	December 19, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Authorize a Release of Retainage to CDE Electric Inc.
TOWN BOARD MEETING:	January 10, 2024
Background Information:	CDE Electric Inc. is the Electrical Contractor for the Salt Storage & Yard Waste Processing Facility and is requesting release of retainage.
Evaluation/Analysis:	Project is substantially complete. Retainage release needs to be authorized by the Town Board to issue final payment to the contractor.
Recommendation(s):	Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release retainage and issue Final Payment #6 to CDE Electric Inc. in the amount of $4,710.00.
Attachment/Document(s):	Letter dated December 5, 2023, from CDE Electric Inc., Invoice & Voucher, & Certificate of Substantial Completion
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

MERCHANTS
BONDING COMPANY

December 5, 2023

Town of Rotterdam
1100 Sunrise Blvd
Schenectady, NY 12306

To Whom it May Concern:

This letter is to confirm that the following Performance Bond and Labor & Material Payment Bond in the amount of one hundred (100) percent of the value of the contract, is in force for a period of one year following the date of final payment.

Bond Number: NYC48213

Owner: Town of Rotterdam

Project: Salt Storage and Yard Waste Processing Facility Project,
Contract No.2 – Electrical Construction

Contractor: CDE Electric, Inc.

If you have any questions or concerns, or need anything further, please do not hesitate to contact me.

Sincerely,

Jennifer Susan Vanat

Jennifer Susan Vanat
Attorney-in-fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* Salt Storage and Yard Waste Processing Facility
TO OWNER: *(Name and address)* Town of Rotterdam 1100 Sunrise Blvd., Schenectady, NY 12306

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: No. 2 - Electrical
CONTRACT DATED: 10/17/22

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: New York
COUNTY OF: Greene

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: **CDE Electric, Inc.**
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413

BY: _____
(Signature of authorized representative)

Gregory E. Guerin, President
(Printed name and title)

Subscribed and sworn to before me on this date:

this 29th of November 2023

Notary Public:
My Commission Expires:

Sandra M. Smith
SANDRA M. SMITH
Notary Public, State of New York
Qualified in Greene County
No. 01SM6247540
My Commission Expires 08-29-20 27

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Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* Salt Storage and Yard Waste Processing Facility	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: No. 2 - Electrical	CONTRACTOR: ☐
TO OWNER: *(Name and address)* Town of Rotterdam 1100 Sunrise Blvd. Schenectady, NY 12306	**CONTRACT DATED:** 10/17/22	SURETY: ☐
		OTHER: ☐

STATE OF: New York
COUNTY OF: Greene

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: **CDE Electric, Inc.**
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413

BY: _____
(Signature of authorized representative)
Gregory E. Guerin, President
(Printed name and title)

Subscribed and sworn to before me on this date:
this 29th November 2023
Notary Public:
My Commission Expires: Sandra M. Smith

SANDRA M. SMITH
Notary Public, State of New York
Qualified in Greene County
No. 01SM6247540
My Commission Expires 08-29-20 27

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User Notes:
(3B9ADA46)

CONSENT OF SURETY TO FINAL PAYMENT

AIA DOCUMENT G707

(Bond # NYC48213)

TO (OWNER):
(Name & Address)

Town Of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

ARCHITECT'S PROJECT NO:

CONTRACT FOR: **Contract No.2 - Electrical**

CONTRACT DATED: **10/17/2022**

PROJECT:
(Name & Address)

Salt Storage and Yard Waste Processing Facility Project

In accordance with the provisions of the Contract between the Owner and the Contractor as indicted above, the
(insert name and address of Surety Company)

MERCHANTS BONDING COMPANY (MUTUAL)
6700 Westown Parkway
West Des Moines, IA 50266 , SURETY COMPANY,

on bond of *(insert name and address of Contractor)*

CDE ELECTRIC, INC.
PO Box 204, 685 Vernal Butler Road
Cairo, NY 12413 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to *(insert name and address of Owner)*

Town Of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306 **,** OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this, **22nd** day of **November**, **2023**.

MERCHANTS BONDING COMPANY (MUTUAL)

(seal)

Attest

(Signature of authorized representative)
Renee A. Manny , Attorney-In-Fact
(Printed Name and Title)

AIA DOCUMENT G707 CONSENT OF SURETY COMPANY TO FINAL PAYMENT .1994 EDITION .AIA® 1994
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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of November , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

CDE ELECTRIC INC.
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413
Tel: (518) 622-3822
Fax: (518) 622-3823

November 2023

Town of Rotterdam
1100 Sunrise Blvd.
Schenectady, NY 12306

Re: Salt Storage & Yard Waste Processing Facility
Contract #2 – Electrical dated 10/17/22

To whom it may concern:

CDE Electric, Inc. will warranty their workmanship and all materials installed in relation to the electrical contract for the above referenced project for a period of one year starting on November 20, 2023.

Gregory E. Guerin, President

Sworn to before me this 29th day of November 2023

Sandra M. Smith

SANDRA M. SMITH
Notary Public, State of New York
Qualified in Greene County
No. 01SM6247540
My Commission Expires 08-29-2027

(SEAL)

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Town of Rotterdam	Owner's Contract No.:	Contract No. 2
Contractor:	CDE Electric, Inc.	Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.035.002
Project:	Salt Storage & Yard Waste Processing Facility	Contract Name:	Electrical Construction

This preliminary Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

November 20, 2023
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:
☒ None
☐ As follows

Amendments to Contractor's responsibilities:
☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *Punch List Dated 11/29/2023*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Senior Staff Engineer	Title:	Title: President
Date: 11/29/2023	Date:	Date: 12/05/23

Contract 2 – Electrical Construction – CDE Electric, Inc.
Punch List Items

Walk through performed November 20, 2023

1. Submit Operation & Maintenance Manual as per Specification 16011 Section 1.4.

2. Submit Electrical Record Drawings.

3. Submit written statement from Surety that the Performance Bond (Labor & Materials Payment Bonds included) in the amount of one hundred (100) percent of the value of the Contract is in force for a period of one year following the date of Notice of Substantial Completion.

4. Submit AIA G706 Contractor's Affidavit of Payment of Debts and Claims.

5. Submit AIA G706A Contractor's Affidavit of Release of Liens.

6. Submit contractor's final payment request.

7. Submit request for retainage release on contractor letterhead.

8. Submit AIA G707 Consent of Surety to final payment.

Barton & Loguidice

10 Airline Drive
Albany, NY 12205
(518) 218-1801
(518) 218-1805 Fax

LETTER OF TRANSMITTAL

DATE: December 13, 2023 **JOB NO.:** 904.035.002

ATTENTION: **MOLLIE A. COLLINS**

RE: Salt Storage and Yard Waste Processing Facility – Application for Payment #6 – Contract 2

TO: Town of Rotterdam, New York
c/o Mollie A. Collins
1100 Sunrise Blvd.
Rotterdam, NY 12306

WE ARE SENDING YOU: ☒ Attached ☐ Separate cover **VIA:** ☐ Hand Delivery ☐ US Mail ☐ Pickup
☐ Courier: _____ airbill # _____ Delivery: ☐ Overnight ☐ 2-day / Other: _____
the following Items:
☐ Prints ☐ Plans ☐ Shop drawings ☐ Report ☐ Specifications
☐ Change Order ☐ Letter ☒ Application ☐ Samples ☐ Other _____

COPIES	DATE	DESCRIPTION
1	12/5/2023	Town of Rotterdam Voucher
1	12/5/2023	Request for Release of Retainage Letter
1	12/5/2023	Payment Application 6 – Contract 2
1	12/5/2023	Closeout Document Package

THESE ARE TRANSMITTED as checked below:
☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Revise and Noted - Resubmit ☐ Return _____ corrected plans
☐ For review and comment ☐ Rejected – Resubmit as Specified ☐ Prints returned after loan to us
☐ For bids due _____ ☐ Other _____

REMARKS:

Please contact our office with any questions.

Thank you,

Barton & Loguidice, D.P.C.

Printed name: Nicola J. Gosselin

Title: Senior Staff Engineer

cc: C. Jack Dodson, Town of Rotterdam
Larry Lamora, Town of Rotterdam
Amanda Lawson, Town of Rotterdam
Ryan Weitz, Barton & Loguidice

If enclosures are not as noted, kindly notify us at once.

6
VOUCHER NO.

TOWN OF ROTTERDAM
Voucher

1100 Sunrise Boulevard
Rotterdam, NY 12306

DO NOT WRITE IN THIS BOX		
Purchase Order No.	Fund-Appropriation	Amount
TOTAL		

DEPARTMENT:

CLAIMANT'S NAME AND ADDRESS

CDE Electric Inc.
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413

VENDOR NO.

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/30/23		Payment Application No. 6 - Retainage Town of Rotterdam – Salt Storage & Yard Waste Facility Contract No. 2 - Electrical		$4,710.00
		See instructions on Reverse Side)	TOTAL	$4,710.00
			CHECK #	

CLAIMANT'S CERTIFICATION

I certify that the above account in the amount of $4,710.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE 12/5/2023 | SIGNATURE (Space below for Municipal Use) | TITLE Gregory E. Guerin, President

DEPARTMENT APPROVAL
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

DATE AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT
This claim is approved and ordered paid from the Appropriation indicated above.

DATE AUDITING BOARD

CDE ELECTRIC INC.
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413
Tel: (518) 622-3822
Fax: (518) 622-3823

December 5, 2023

Town of Rotterdam
1100 Sunrise Blvd.
Schenectady, NY 12306

Re: Salt Storage & Yard Waste Processing Facility
Contract #2 – Electrical dated 10/17/22

To whom it may concern:

CDE Electric, Inc. requests release of retainage in the amount of $4,710.00.
Final Application for Payment #6 is attached.

Thank you.

Sincerely,

Gregory E. Guerin, President

GG: ss
Attachment

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

To (Owner): Town of Rotterdam	Application Period: through 11/30/23	Application Date: 12/5/2023
Project: Salt Storage & Yard Waste Processing Facility	From (Contractor): CDE Electric Inc.	Via (Engineer): Barton & Loguidice
Owner's Contract No.:	Contract: No. 2 - Electrical Construction	
	Contractor's Project No.: 2216	Engineer's Project No.: 904.035.002

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$94,200.00
2. Net change by Change Orders	$	
3. Current Contract Price (Line 1 ± 2)	$	$94,200.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$94,200.00
5. RETAINAGE:		
a. X $94,200.00 Work Completed	$	
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$94,200.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$89,490.00
8. AMOUNT DUE THIS APPLICATION	$	$4,710.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
Gregory E. Guerin, President	12/5/2023

Payment of: $ $4,710.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 12/13/2023
(Engineer) (Date)

Payment of: $ $4,710.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Rotterdam Salt Storage & Yard Waste Facility - Electrical Construction Contract No. 2	Application Number:	6
Application Period:	through 11/30/23	Application Date:	12/05/23

A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value ($)	C From Previous Application (C+D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
16011	Electrical General Requirements	$3,760.00	$3,760.00			$3,760.00	100.0%	
16115	Outlet, Junction & Pull Boxes	$2,300.00	$2,300.00			$2,300.00	100.0%	
16123	Wire, Cable 600 Volt & Under	$4,485.00	$4,485.00			$4,485.00	100.0%	
16132	Conduit	$9,700.00	$9,700.00			$9,700.00	100.0%	
16140	Wiring Devices	$1,500.00	$1,500.00			$1,500.00	100.0%	
16301	Underground Electrical Work	$34,000.00	$34,000.00			$34,000.00	100.0%	
16441	Panelboards	$5,685.00	$5,685.00			$5,685.00	100.0%	
16450	Grounding	$1,200.00	$1,200.00			$1,200.00	100.0%	
16510	Interior Lighting	$12,000.00	$12,000.00			$12,000.00	100.0%	
16530	Exterior Lighting	$19,570.00	$19,570.00			$19,570.00	100.0%	

RESOLUTION NO. 56.24

TO AWARD BID FOR POLICE UNIFORMS AND EQUIPMENT

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, December 29, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk on December 28, 2023 for public inspection upon request for the purchase by the Town of Rotterdam of the following:

POLICE UNIFORMS AND EQUIPMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for the purchase of Police Uniforms and Equipment to be used by the Town of Rotterdam Police Department, to Galls, LLC., located at 1340 Russell Cave Road, Lexington, Kentucky 40505, at the mutual consent of both the Town and Galls LLC, according to the individual pricing in the attached bidding documents, commencing January 1, 2024 through December 31, 2025.

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 the bid prices are on file in the Town Clerk's Office.

SECTION 3. This resolution shall become effective January 10, 2024

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: January 3, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Award bid to Galls Uniforms for a two year contract for the Rotterdam Police Department to purchase uniforms and equipment effective January 1, 2024 – December 31, 2025.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Rotterdam Police Department's contract for uniform/equipment purchases expired on December 31, 2023. A request for proposal (RFP) was called for on December 14, 2023 and closed on December 28, 2023. Galls, being one of three received bids, was the least expensive while also meeting all of the Rotterdam Police Department's uniform/equipment needs.

Evaluation/Analysis: Galls has proven to meet the Police Department's needs as a uniforms/equipment supplier and customer service has always been promptly handled at their local store.

Recommendation(s): Award bid to Galls Uniforms for a two year contract for the Rotterdam Police Department to purchase uniforms/equipment effective January 1, 2024 – December 31, 2025.

Attachment/Document(s): BidNet bid from Galls

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: RPD

GALLS LLC

GALLS LLC

Town of Rotterdam

Request for Bids

Police Uniforms and Equipment

Bid Opening:

Thursday, December 28, 2023

@ 10:00 AM

TOWN OF ROTTERDAM

BID FORM ACKNOWLEDGMENT

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

Police Uniforms and Equipment

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.

Mike Faulkner

Signature

GALLS, LLC

Name of Company or Corporation

1340 Russell Cave Rd

Address

Lexington	KY	40505
City	*State*	*Zip*

Town of Rotterdam

Bid Form

Police Uniforms and Equipment

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

WE THE UNDERSIGNED hereby offer to sell to the Town of Rotterdam, standardized uniforms and equipment for Police Department use. Names of brands and model numbers that are presently used by the Rotterdam Police Department are given in the specifications only as a reference and it is not meant to limit the bid to that brand and/or model number. The equipment shall not be limited to these specifications if your standard equipment exceeds such specifications. Further, all standard or necessary equipment not specified or stipulated will be included. All bids must be per item, EACH.
If prices are lower when items are purchased in certain quantities, Bidders should indicate that and show prices for different quantities.

EXAMPLE: Single Price $_____/EACH
2 - 6 items $_____/EACH
6 - 12 items $_____/EACH

ALL PRICING ENTERED ONLINE

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	Cost	QTY.	TOTAL
PANTS	CLASS A	BLACK				
PANTS	BDU	BLACK				
SHIRT– SHORT SLEEVE	CLASS A	BLACK				
SHIRT – LONG SLEEVE	CLASS A	BLACK				
HAT – 8 POINT	PATROL OFFICER	BLACK				
HAT – 8 POINT	SERGEANT	BLACK				
HAT – ROUNDED	LIEUTENANT	BLACK				
HAT – ROUNDED	CHIEF/DEP CHIEF	BLACK				
COAT–DRESS(BLOUSE)	CLASS A	BLACK				
COAT	WINDBREAKER	AS SPECIFIED				
COAT	WINTER	AS SPECIFIED				
COAT	RAIN – FULL	HIVIS/BK				
COAT	RAIN – ¾ LENGTH	HIVIS/BK				
SWEATER	COMMANDO	AS SPECIFIED				
SWEATER	CARDIGAN	AS SPECIFIED				
SOCKS	REGULAR LENGTH	AS SPECIFIED				
SOCKS	EXEC. LENGTH	AS SPECIFIED				
TIES	WOVEN CLIP ON	AS SPECIFIED				
GLOVES	BLACK KNIT					
GLOVES	LEATHER					
GLOVES						
SERVING SINCE		AS SPECIFIED				
NAME PLATE		AS SPECIFIED				

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BADGE	BREAST OR WALLET	PTL, SGT.				
BADGE	BREAST OR WALLET	LIEUTENANT				
BADGE	BREAST OR WALLET	CHIEF/DEPUTY CHIEF				
BADGE	HAT	SILVER OR GOLD				
COLLAR BRASS	RPD/CEO/DISP	SILVER				
COLLAR BRASS	CADUCEUS	SILVER				
COLLAR BRASS	SGT. CHEVRON	SILVER				
COLLAR BRASS	LT. BAR	GOLD – COAT SIZE				
COLLAR BRASS	LT. BAR	GOLD – SHIRT SIZE				
TIE BAR		AS SPECIFIED				
HOLSTER	DUTY					
BELT	SAM BROWNE	BLACK				
BELT	GARRISON	BLACK				
DUTY HOLSTER	GLOCK MOD 17	BLACK TRIPLE RETENTION				
HANDCUFF CASE	CLOSED	BLACK				
HANDCUFF CASE	OPEN	BLACK				
MACE HOLDER		BLACK				
MAG. HOLDER	DOUBLE	BLACK				
BELT KEEPERS		BLACK				
NIGHSTICK RING		BLACK				
GLOVE CARRIER	DISPOSABLE	BLACK				
BATON HOLDER		BLACK				
HANDCUFFS		SILVER				
NIGHTSTICK	20 INCH	PLASTIC				
BATON	COLLAPSIBLE					
BATON GRIP	SUPER					
SHOE	WORK	BLACK				
BOOT	6 INCH	BLACK				
BOOT	8 INCH	BLACK				
SHOE	SNEAKER					
BODY ARMOR	LEVEL IIIA					
BODY ARMOR	INNER SHELL					
BODY ARMOR	QUILTED OUTER SHELL					

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BICYCLE SHIRT	SHORT SLEEVE	BLUE				
BICYCLE SHIRT	LONG SLEEVE	BLUE				
BICYCLE JACKET		BLUE				
BICYCLE SHORTS		DARK BLUE				
BICYCLE PANTS		DARK BLUE				
SNEAKERS		BLACK				
SOCKS	ANKLE SOCKS					
BICYCLE GLOVES						
NYLON DUTY BELT	7200					

Detailed Specifications

The specifications as listed are intended for standardized uniforms and equipment as presently used by the Rotterdam Police Department. We are requesting these bids for standardized uniforms and equipment for the years **2024 and 2025**. **Prices must be for the complete two-year period.** We are requesting each bidder to submit a bid on each item and not a total bid.

1. **PANTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A pants presently in use by the Rotterdam Police Department.
      - Colors – Black (Police Officers) pants

2. **SHIRTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A shirts presently in use by the Rotterdam Police Department.
      - Colors – Black (Police)
      - All shirts must be available in male and female sizes.

3. **UNIFORM HATS**
   A. Black eight point patrol officer hat with removable summer/winter black band.
      - Black plastic strap with silver strap button
      - Black patent leather visor
   B. Black eight point sergeant hat with removable summer/winter black band.
      - Silver metal strap with silver strap buttons
      - Black patent leather visor
   C. Black Air Force Round lieutenant hat.
      - Gold metal strap with gold strap buttons
      - Black patent leather visor
   D. Black Air Force Round Chiefs and Deputy Chiefs hat.
      - Gold metal strap with gold strap buttons
      - Scramble gold leaf visor

4. **COATS**
   A. Three Quarter Length Black Class A Dress Coat (Blouse).
   B. Windbreaker – presently using Blauer 6016
   C. Bomber type Coat – presently using Blauer 6026
   D. Winter Coat – presently using Blauer 901OZ
   E. Rain Coat – Full Length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
   F. Rain Coat – Three quarter length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
      - Rain Coast shall have Rotterdam Police Department stenciled on back of orange side of coat.

5. **SWEATERS**
   A. Commando Style - presently using Blauer #200.
   B. Cardigan Style

6. **SOCKS**
   A. Regular Length - shall conform to the black socks presently in use by the Rotterdam Police Department.
   B. Executive Length - shall conform to the black socks presently in use by the Rotterdam Police Department.

7. **TIES**
   A. Woven with square bottom - 100% wool
   B. Clip-on style
   C. Colors - as specified by purchaser.

8. **GLOVES**
   A. Black knit with leather palms and fingers – presently using Finger Fashion
   B. Leather – presently using Hatch NS430 and Damascus D302L
   C. Thermax Liners – presently using Hatch TK405

9. **BADGES**
   A. Breast Badges
      - Patrol Officer of Sergeant (gold or silver as specified by purchaser) presently using Nielsen N72
      - Investigator (gold) presently using Nielsen N123
      - Lieutenant (gold) presently using Blackington B741
      - Chief and Deputy Chief 9gold) presently using Blackington B879
   B. Hat Badges
      - Silver or gold as specified. Presently using Nielsen N68

10. **COLLAR BRASS**
   A. R.P.D.
      - Silver
      - 3/4 inch high and 1 5/8 inches long
   B. Sergeant Chevron
      - Silver
      - 1 inch high and 3/4 inch wide
   C. Lieutenant Bar
      - Gold
      - Shirt and coat size
   D. Two Stars
      - Gold
      - Shirt and coat size
   E. Three Stars
      - Gold
      - Shirt and coat size

11. **OTHER BRASS**
   A. Name Plate – presently using R100
      - Black, blue, or brown background (as specified) with white lettering
      - Metal trim – gold or silver as specified
      - 2 inches long and 3/8 inches high
   B. Tie Bar
      - 2 3/8 inches long and 1/2 inch high
      - ROTTERDAM POLICE imprinted on bar
      - Black New York State Seal in center

12. **LEATHER**
   A. Holster – presently using Uncle Mikes Triple Retention Holster
      - to fit Glock 17, 19 and 43
   B. Sam Brown Belt – presently using Don Hume B101
   C. Garrison Belt – presently using Don Hume B111
   D. Handcuff Case – presently using Don Hume C303
   E. Handcuff Case (open) – presently using Bianchi 34

F. Mace Holder – presently using Don Hume C311
G. Double Magazine Holder – presently using Don Hume D407
H. Belt Keeper – presently using Don Hume S502-1
I. Nightstick Ring – presently using Don Hume S505
J. Disposable Glove Carrier – presently using Don Hume C321
K. Baton Holder – presently using Monadnock 6214

13. **HARDWARE**
A. Handcuffs – presently using American A105
- nickel plated
B. Nightstick
- 20 inch
- Black plastic
C. Baton – presently using Monadnock 9021
D. Baton Super Crip – presently using Monadnock 9046

14. **SHOES**
A. Work Shoe – presently using Bates Lite SR56
B. Work 6 inch Boot – presently using Bates Lite 78
C. Work 8 inch Boot – presently using Rocky Eliminator 8032 and Rocky Superstalker 8400
D. Sneaker Shoe – presently using Rocky 911-126 and Midnight 1200

15. **BALLISTIC VEST/ BODY ARMOR**

16. **BICYCLE EQUIPMENT**
A. Bicycle Shirt – currently using Blauer 8133/8142
- Long and Short Sleeve
- Blue
B. Bicycle Jacket – currently using Blauer 4660Y
- Two tone blue
C. Bicycle Shorts – currently using Blauer 8842
- Blue
D. Bicycle Pants – currently using Blauer 8822
- Blue
E. Black Sneakers
F. Ankle Socks
- Black
G. Bicycle Gloves

NOTE: Any questions should be submitted in writing to William Male, Deputy Chief of Police, Town of Rotterdam Police Department – wmale@rotterdamny.org

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on December 28, 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. on December 28, 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 next day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

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

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

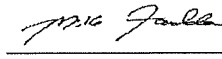
B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement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

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

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

Name of Firm: GALLS, LLC

Signed by: Mike Fadden Title: CEO

Signature:  Date: 12/28/2023

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

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

The foregoing is a true and correct copy of the resolution adopted by GALLS, LLC corporation at a meeting of its board of directors held on the 14th day of July, 2020.

(SEAL OF THE CORPORATION)

Signature of Secretary

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

I, Mike Fadden hereby sign and submit this bid or proposal for GALLS, 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

12/28/2023

Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: GALLS, LLC

Signed by: Mike Fadden Title: CEO

Signature: Date: 12/28/2023

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

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

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

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

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

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

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

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

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

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

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.

OMNIBUS WRITTEN CONSENT OF THE GOVERNING BODIES
OF
CB GENERAL HOLDINGS, LLC;
GALLS PARENT HOLDINGS, LLC;
GALLS INTERMEDIATE HOLDINGS, LLC;
GALLS, LLC;
GALLS BPU, LLC;
GALLS BUC, LLC;
GALLS (NC), LLC;
LONE STAR UNIFORMS, LLC;
BEST UNIFORMS, LLC;
ROY TAILORS UNIFORM CO., LLC;
ROY TAILORS UNIFORM COMPANY OF COLUMBUS, LLC;
QUARTERMASTER, LLC;
PATRIOT OUTFITTERS, LLC;
&
MORGAN'S, INC.

July 14, 2020

The undersigned, being: (i) all of the members of the board of directors (the "CB General Board") of CB General Holdings, LLC., a Delaware limited liability company ("CB General"); (ii) all of the members of the board of directors (the "Galls Parent Board") of Galls Parent Holdings, LLC., a Delaware limited liability company ("Galls Parent"); (iii) Galls Parent, in its capacity as the sole member (the "Galls Intermediate Sole Member") of Galls Intermediate Holdings, LLC, a Delaware limited liability company ("Galls Intermediate"); (iv) Galls Intermediate, in its capacity as the sole member (the "Galls Sole Member") of Galls, LLC, a Delaware limited liability company ("Galls"); (v) Galls, in its capacity as the manager (the "Galls Manager") of each of (1) Galls (NC), LLC, a Delaware limited liability company ("Galls NC") and (2) Lone Star Uniforms, LLC, a Delaware limited liability company ("Lone Star"), (vi) Galls NC, in its capacity as the manager (the "Best Uniforms Manager") of Best Uniforms, LLC, a Delaware limited liability company ("Best Uniforms"); (vii) all of the members of the board of directors (the "Morgan Board") of Morgan's Inc., a Delaware corporation ("Morgan's"); and (viii) Galls, in its capacity as the sole member, and together with the CB General Board, Galls Parent Board, Galls Intermediate Sole Member, Galls Manager, Best Uniforms Manager, and the Morgan Board, (the "Governing Entities") of each of (1) Galls BPU, LLC, a Delaware limited liability company ("Galls BPU"), (2) Galls BUC, LLC, a Delaware limited liability company ("Galls BUC"), (3) Quartermaster, LLC, a Delaware limited liability company ("Quartermaster"), (4) Roy Tailors Uniform Co., LLC, a Delaware limited liability company ("Roy Tailors"), (5) Roy Tailors Uniform Company Of Columbus, LLC, a Delaware limited liability company ("Roy Tailors Columbus") and (6) Patriot Outfitters, LLC, a Delaware limited liability company ("Patriot Outfitters" and together with Morgan's, Best Uniforms, Galls NC, Lone Star, Galls BPU, Galls BUC, Quartermaster, Roy Tailors and Roy Tailors Columbus, the "Operating Companies", and together with CB General, Galls Parent, Galls Intermediate and Galls, the "Affiliated Entities"), each acting pursuant to the authority of such Affiliated Entities' applicable bylaws and limited liability company agreement (as the case may be), hereby consent to the adoption of the following resolutions.

Second Amendment to the Third Amended & Restated Limited Liability Company Agreement of CB General Holdings, LLC

WHEREAS, the CB General Board deems it to be in the best interests of CB General for CB General to adopt that certain Second Amendment to the Third Amended and Restated Limited Liability Company Agreement of CB General Holdings, LLC, substantially in the form of the attached hereto as Exhibit A (the "Second Amendment").

NOW, THEREFORE, BE IT, RESOLVED, that the Second Amendment be, and hereby is, authorized, adopted, ratified and approved in all respects.

First Amendment to the Amended & Restated Limited Liability Company Agreement of Galls Parent Holdings, LLC

WHEREAS, the Galls Parent Board deems it to be in the best interests of Galls Parent for Galls Parent to adopt that certain First Amendment to the Amended and Restated Limited Liability Company Agreement of Galls Parent Holdings, LLC, substantially in the form of the attached hereto as Exhibit B (the "First Amendment").

NOW, THEREFORE, BE IT, RESOLVED, that the First Amendment be, and hereby is, authorized, adopted, ratified and approved in all respects.

Michael Wessner Separation Agreement and Redemption Agreement

WHEREAS, the Governing Entities believe it is advisable and in the best interests of the Affiliated Entities, as applicable, to terminate Michael Wessner's employment as Chief Executive Officer of such applicable Affiliated Entities (the "Separation");

WHEREAS, in connection with the Separation, CB General and Galls will enter into that certain Separation Agreement with Wessner, substantially in the form of the attached hereto as Exhibit C (the "Wessner Separation Agreement");

WHEREAS, pursuant to Section 9.10 of the Third Amended and Restated Limited Liability Company Agreement of CB General Holdings, LLC, as amended, (the "CB General LLCA"), upon a Repurchase Event (as defined the CB General LLCA) with respect to any Employee Member (as defined the CB General LLCA), the CB General Board may repurchase some or all of the Units held by such Employee Member;

WHEREAS, the Separation constitutes a Repurchase Event; and

WHEREAS, in connection with the Separation, CB General, Galls Parent and Wessner will enter into that certain Redemption Agreement, substantially in the form of the attached hereto as Exhibit D (the "Wessner Redemption Agreement"), pursuant to which Galls Parent shall redeem the number of Class B Units as set forth in column titled "Parent Units" on Schedule II to the Wessner Redemption Agreement and, immediately thereafter, CB General shall redeem the number of Class B Units held by Wessner as set forth in column titled "Holdings Units" on Schedule II to the Wessner Redemption Agreement (collectively, the "Redemption").

NOW, THEREFORE, BE IT, RESOLVED, that the Separation, the Wessner Separation Agreement, the Wessner Redemption Agreement and the Redemption be, and hereby are, authorized, adopted, ratified and approved in all respects.

Appointment of Michael Fadden as Chief Executive Officer and Treasurer

WHEREAS, the Governing Entities believe it is advisable and in the best interests of the Affiliated Entities, as applicable, to appoint Michael Fadden ("Fadden") as the Chief Executive Officer and Treasurer, as applicable, of the Affiliated Entities, as applicable (the "Fadden Appointment").

NOW, THEREFORE, BE IT, RESOLVED, that the Fadden Appointment, be, and hereby is, authorized, adopted, ratified and approved in all respects.

Michael Fadden Employment Agreement, Indemnification Agreement and RCA

WHEREAS, in connection with the Fadden Appointment, the CB General Board and the Galls Sole Member believe it is advisable and in the best interests of CB General and Galls, respectively, to enter into (i) that certain Employment Agreement, by and among CB General, Galls and Fadden, substantially in the form of the attached hereto as Exhibit E (the "Fadden Employment Agreement"), (ii) that certain Indemnification Agreement with Fadden, substantially in the form of the attached hereto as Exhibit F (the "Fadden Indemnification Agreement"), and (iii) that certain Employee Confidentiality, Non-Solicitation, Non-Competition and Invention Assignment Agreement, substantially in the form of the attached hereto as Exhibit G (the "Fadden RCA").

NOW, THEREFORE, BE IT, RESOLVED, that the Fadden Employment Agreement, the Fadden Indemnification Agreement and Fadden RCA, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Restricted Unit Grant Agreements

RESOLVED, that the forms of Restricted Unit Grant Agreements, substantially in the forms of the attached hereto as Exhibit H-1 (the "CB General Class B Unit Grant Agreement") and Exhibit H-2 (the "Galls Parent Class B Unit Grant Agreement"), providing for the grant of CB General Class B Units and Galls Parent Class B Units to Fadden and CB General, respectively, under the CB General Holdings, LLC and Galls Parent Holdings, LLC Amended and Restated 2018 Omnibus Equity Incentive Plan, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Class A-3 Unit Purchase Agreements

RESOLVED, that the forms of Class A-3 Purchase Agreements, substantially in the forms of the attached hereto as Exhibit I-1 (the "CB General Class A-3 Unit Purchase Agreement") and Exhibit I-2 (the "Galls Parent Class A-3 Unit Purchase Agreement"), providing for the issuance of CB General Class A-3 Units and Galls Parent Class A-3 Units to Fadden and CB General, respectively, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Note Purchase and Equity Contribution Agreement

WHEREAS, Galls Parent and Fadden desire to enter into a Note Purchase and Equity Contribution Agreement, substantially in the form of the attached hereto as Exhibit J (the "Note Purchase and Contribution Agreement"), pursuant to which, among other things (i) Galls Parent will issue an unsecured promissory note to Fadden, substantially in the form of the attached hereto as Exhibit K (the "Fadden Note") and, immediately afterwards, Galls Parent will make a capital contribution equal to the principal amount of the Fadden Note to Galls Intermediate (the "Galls Parent Contribution"), and (ii) Galls Intermediate will then make a capital contribution equal to the principal amount of the Fadden Note

to Galls (the "Galls Intermediate Contribution" and together with the Galls Parent Contribution, the "Contributions").

NOW, THEREFORE, BE IT, RESOLVED, that the Galls Parent Board, Galls Intermediate Sole Member and the Galls Sole Member, hereby authorize, adopt, approve, ratify and confirm in all respects the Note Purchase and Contribution Agreement and the transactions contemplated thereby, including, without limitation, the Contributions, in each case as applicable.

General Resolutions

RESOLVED, that each of the Affiliated Entities' respective officers (collectively, the "Authorized Officers"), on behalf of their applicable Affiliated Entity, be and they hereby are, and each of them acting singly hereby is, authorized, empowered and directed to execute, deliver and perform their respective Affiliated Entity's applicable obligations under each of the agreements and transactions set forth herein, in each case as applicable, in the name and on behalf of their applicable Affiliated Entity, in each case with such changes as any such applicable Authorized Officer shall approve, which approval shall be conclusively evidenced by the execution, delivery and performance thereof;

RESOLVED, that the Authorized Officers, on behalf of their applicable Affiliated Entity, be and they hereby are, and each of them acting singly hereby is, authorized, empowered and directed to execute, deliver and perform such Affiliated Entity's obligations under any and all other agreements, documents, certificates, releases, filings, consents, notices, waivers, amendments and instruments, and to take any other actions and to do any other things, in each case as may, in the judgment of such applicable Authorized Officer so acting, be deemed necessary or desirable in connection with each of the agreements and transactions set forth herein, in each case as applicable, in the name and on behalf of their applicable Affiliated Entity and with such changes as any applicable Authorized Officer shall approve, in such Authorized Officer's sole discretion, which approval shall be conclusively evidenced by the execution, delivery and performance of such agreements, documents, certificates, releases, notices, waivers, filings, consents, amendments and instruments or the taking of any such action;

RESOLVED, that each of the Governing Bodies hereby ratify, confirm and approve all actions taken by the Authorized Officers on behalf of their applicable Affiliate Entity in connection with any and all of the transactions referred to in or contemplated by any of the foregoing resolutions; and

RESOLVED, that the Governing Bodies direct that these resolutions be filed with the records of each of the Affiliated Entities.

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IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

_____
Andrew S. Janower

_____
Samuel P. Bartlett

_____
Alex Weiss

_____
Paul Tarvin

Adam Blumenfeld
_____
Adam Blumenfeld

GALLS PARENT BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Alex Weiss

Paul Tarvin

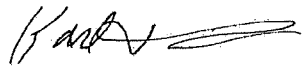
Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss



Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Adam Blumenfeld

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

By: Sam Bartlett
Name: Samuel P. Bartlett
Title: Vice President

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: Sam Bartlett
Name: Samuel P. Bartlett
Title: Vice President

MORGAN BOARD

Andrew Janower
Andrew S. Janower

Sam Bartlett
Samuel P. Bartlett

Alex Weiss
Alex Weiss

Paul Tarvin

Thomas Waller

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Name: Samuel P. Bartlett
Title: Vice President

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Name: Samuel P. Bartlett
Title: Vice President

MORGAN BOARD

_____
Andrew S. Janower

_____
Samuel P. Bartlett

_____
Alex Weiss

_____
Paul Tarvin

_____
Thomas Waller

BEST UNIFORMS SOLE MEMBER

GALLS (NC), LLC,
a Delaware limited liability company

By: David Scheve
Name: David Scheve
Title: Chief Financial Officer

GALLS, LLC, a Delaware limited liability company, in its capacity as the (A) sole member of Galls BPU, LLC, a Delaware limited liability company, Galls BUC, LLC, a Delaware limited liability company, Quartermaster, LLC, a Delaware limited liability company, Roy Tailors Uniform Co., LLC, a Delaware limited liability company, Roy Tailors Uniform Company Of Columbus, LLC, a Delaware limited liability company and Patriot Outfitters, LLC, a Delaware limited liability company, and (B) manager of Galls (NC), LLC, a Delaware limited liability company and Lone Star Uniforms, LLC, a Delaware limited liability company

By: David Scheve
Name: David Scheve
Title: Chief Financial Officer

No	Description	Brand Preference	UOM	Delivery Lo	Quote Type	Manufacturer	Part #	Comment	Price	Quantity	Total Cost
1	PANTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8650T	10 days ARO	69.29	1	69.29
2	PANTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8655T	10 days ARO	86.21	1	86.21
3	SHIRTâ€" SHORT SLEEVE	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8675	10 days ARO	80.18	1	80.18
4	SHIRT â€" LONG SLEEVE	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8670	10 days ARO	84.22	1	84.22
5	HAT â€" 8 POINT	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	P103C	10 days ARO	66.18	1	66.18
6	HAT â€" 8 POINT	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	P103C	10 days ARO	66.18	1	66.18
7	HAT â€" ROUNDED	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	C1001BK-	10 days ARO	58.82	1	58.82
8	HAT â€" ROUNDED	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	C1001BK	10 days ARO	58.82	1	58.82
9	COATâ€"DRESS(BLOUSE)	All Brands are acceptable	Each		Bid	ANCHOR UNIFORM MFG LLC	210BL	10 days ARO	302.71	1	302.71
10	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	4660	10 days ARO	155.91	1	155.91
11	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	9820	10 days ARO	303.34	1	303.34
12	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	26990	10 days ARO	166.62	1	166.62
13	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	26991	10 days ARO	132.43	1	132.43
14	SWEATER	All Brands are acceptable	Each		Bid	FECHHEIMER BROTHERS UNIFORM CO	F1 790	10 days ARO	114.08	1	114.08
15	SWEATER	All Brands are acceptable	Each		Bid	A+ CAREER APPAREL	5510	10 days ARO	58.88	1	58.88
16	SOCKS	All Brands are acceptable	Each		Bid	PRO FEET INC	181/3	10 days ARO	9.19	1	9.19
17	SOCKS	All Brands are acceptable	Each		Bid	PRO FEET INC	5283L/6	10 days ARO	8.82	1	8.82
18	TIES	All Brands are acceptable	Each		Bid	SAMUEL BROOME UNIFORM ACCESSOR	33005	10 days ARO	8.75	1	8.75
19	GLOVES	All Brands are acceptable	Each		Bid	VIGOUR CORPORATION	GL409	10 days ARO	7.28	1	7.28
20	GLOVES	All Brands are acceptable	Each		Bid	HATCH/SAFARILAND LLC	1010914	10 days ARO	25.74	1	25.74
21	GLOVES	All Brands are acceptable	Each		Bid	Oakley	FOS900168	10 days ARO	26.47	1	26.47
22	SERVING SINCE	All Brands are acceptable	Each		Bid	REEVES CO., INC.	SS110 BLK GLD	10 days ARO	14.72	1	14.72
23	NAME PLATE	All Brands are acceptable	Each		Bid	REEVES CO., INC.	51LE SIL	10 days ARO	13.12	1	13.12
24	BADGE	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	S135 RH	10 days ARO	76.5	1	76.5
25	BADGE	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	S152 GP	10 days ARO	87.34	1	87.34
26	BADGE	All Brands are acceptable	Each		Bid	V H BLACKINTON BADGES	B741 GP	10 days ARO	106.26	1	106.26
27	BADGE	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	S101 GP	10 days ARO	75.71	1	75.71
28	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C501M-3 RHD	10 days ARO	24.26	1	24.26
29	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C501M-3 RHD	10 days ARO	24.26	1	24.26
30	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C544 RHD	10 days ARO	13.97	1	13.97
31	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C538 GP	10 days ARO	14.32	1	14.32
32	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C534 GP	10 days ARO	14.32	1	14.32
33	TIE BAR	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C509 NI	10 days ARO	22.35	1	22.35
34	HOLSTER	All Brands are acceptable	Each		Bid	GOULD & GOODRICH LEATHER INC	K391-G17W	10 days ARO	102.15	1	102.15
35	BELT	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1016971	10 days ARO	62.5	1	62.5
36	BELT	All Brands are acceptable	Each		Bid	BOSTON LEATHER INC	6580-1-42	10 days ARO	18.26	1	18.26
37	DUTY HOLSTER	All Brands are acceptable	Each		Bid	Vista Outdoor Sales, LLC	44H100BK-R	10 days ARO	87.01	1	87.01
38	HANDCUFF CASE	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017226	10 days ARO	29.97	1	29.97
39	HANDCUFF CASE	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017917	10 days ARO	25.93	1	25.93
40	MACE HOLDER	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017303	10 days ARO	29.24	1	29.24
41	MAG. HOLDER	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1160758	10 days ARO	38.43	1	38.43
42	BELT KEEPERS	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017261	10 days ARO	14.53	1	14.53
43	NIGHSTICK RING	All Brands are acceptable	Each		Bid	DON HUME LEATHERGOODS	S505-A PLN BLK NKL	10 days ARO	8.79	1	8.79
44	GLOVE CARRIER	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017913	10 days ARO	19.68	1	19.68
45	BATON HOLDER	All Brands are acceptable	Each		Bid	ARMAMENT SYSTEMS AND PROCEDURE	52432	10 days ARO	49.34	1	49.34
46	HANDCUFFS	All Brands are acceptable	Each		Bid	PEERLESS HANDCUFF COMPANY	4710	10 days ARO	26.99	1	26.99
47	NIGHTSTICK	All Brands are acceptable	Each		Bid			.01 entered for NO BID	0.01	1	0.01
48	BATON	All Brands are acceptable	Each		Bid	ARMAMENT SYSTEMS AND PROCEDURE	52412	10 days ARO	138.97	1	138.97

49	BATON GRIP	All Brands are acceptable	Each		Bid	ARMAMENT SYSTEMS AND PROCEDURE	52411	10 days ARO	138.97	1	138.97
50	SHOE	All Brands are acceptable	Each		Bid	Bates - Wolverine Worldwide	E22233	10 days ARO	72.06	1	72.06
51	BOOT	All Brands are acceptable	Each		Bid	Bates - Wolverine Worldwide	E03160	10 days ARO	88.97	1	88.97
52	BOOT	All Brands are acceptable	Each		Bid	Bates - Wolverine Worldwide	E03180	10 days ARO	93.38	1	93.38
53	SHOE	All Brands are acceptable	Each		Bid	WARSON GROUP, INC.	RB1100	10 days ARO	57.35	1	57.35
54	BODY ARMOR	All Brands are acceptable	Each		Bid	POINT BLANK ENTERPRISES	HL6MX1B902	10 days ARO	750.5	1	750.5
55	BODY ARMOR	All Brands are acceptable	Each		Bid	POINT BLANK ENTERPRISES	HL6N00BV0M BKA	10 days ARO	114.13	1	114.13
56	BODY ARMOR	All Brands are acceptable	Each		Bid			.01 entered for NO BID	0.01	1	0.01
57	BICYCLE SHIRT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8133 65	10 days ARO	88.71	1	88.71
58	BICYCLE SHIRT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8143 65		94.15	1	94.15
59	BICYCLE JACKET	All Brands are acceptable	Each		Bid	Blauer Mfg Co	4670 65	10 days ARO	175.84	1	175.84
60	BICYCLE SHORTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8842 4	10 days ARO	87.53	1	87.53
61	BICYCLE PANTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8822Z 11	10 days ARO	113.24	1	113.24
62	SNEAKERS	All Brands are acceptable	Each		Bid	WARSON GROUP, INC.	RB1100	10 days ARO	57.35	1	57.35
63	SOCKS	All Brands are acceptable	Each		Bid	PRO FEET INC	5283L/6 BLK	10 days ARO	8.82	1	8.82
64	BICYCLE GLOVES	All Brands are acceptable	Each		Bid	DAMASCUS WORLDWIDE INC	DC290	10 days ARO	10.31	1	10.31
65	NYLON DUTY BELT	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1016105	10 days ARO	47.06	1	47.06

BID FOR POLICE UNIFORMS AND EQUIPMENT 2023

BID FOR: Police Uniforms and Equipment
DATE OF TB MTG. & RESOLUTION #: 12/13/2023 Res No. 357.23
DATE BID PACKETS BECOME AVAILABLE: 12/14/2023

DATE PUBLISHED IN NEWSPAPER: 12/16/2023
DATE & TIME BIDS TO BE OPENED: 12/28/2023 @ 10:00 AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	Bidnet	Bidnet	Entenmann-Rovin Company sales@erbadge.com	2425 Garfield Avenue Commerce, CA 90040	Joseph Recinos	800-581-3535 323-278-1999		per attached	
2	Bidnet	Bidnet	Galls LLC	1340 Russell Cave Road Lexington, KY 40505/ 230 Central Avenue Albany, NY 12206	Mike Fadden	518-434-1376		per attached	
3	Bidnet	Bidnet	Jonahs Enterprises Inc. jonahs.enterprises@gmail.com	652 Lefferts Avenue Brooklyn, NY 11203	Manny Stone	718-502-8837		per attached	

RESOLUTION NO. 57.24

CALL FOR BIDS FOR SODIUM HEXAMETAPHOSPHATE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Sodium Hexametaphosphate.

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 January 26, 2024, 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:

SODIUM HEXAMETAPHOSPHATE

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., JANUARY 26, 2024

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

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 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 2nd, 2024
TO:	Town Board
FROM:	Justin Peterson, Sr. Water Plant Operator
TITLE OF REQUEST:	Call for Bids- Sodium Hexametaphosphate
TOWN BOARD MEETING:	January 10th , 2024
Background Information:	Rice Rd. Water Plant utilizes Sodium Hexametaphosphate for corrosion control.
Evaluation/Analysis:	Annual price request per 50/lb bag from chemical suppliers for 2024
Recommendation(s):	Town Board call for bids to provide Sodium Hexametaphosphate to Water District #5 Treatment Plant for 2024
Attachment/Document(s):	None
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids

SODIUM HEXAMETAPHOSPHATE

Bid Opening:

Friday, January 26, 2024

@ 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:

SODIUM HEXAMETAPHOSPHATE

Minimum amount required: 18,000 lbs.

Unit price per 50-pounds delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

Price per 50 lbs.: *$_____*

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***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Town of Rotterdam

SODIUM HEXAMETAPHOSPHATE

Detailed Specifications

This proposal will consist of furnishing Sodium Hexametaphosphate, required for a 12-month period for Water District #5 of the Town of Rotterdam, according to the following specifications:

Sodium Hexametaphosphate: According to AWWA Standard B502-17, and the following supplementary specifications:

Section 3: Definitions - 6. Sodium polyphosphate, glassy: A glassy solid that is a soluble sodium phosphate containing Na2O and P2O5 in a molar ratio of approximately 1.1 Na2O to 1.0 P2O5. It is an amorphous mixture of long-chain polyphosphates with the formula Nan+2Pn0n+l. The approximate value of n is either 12-16 or 18-21.

Section 4.1: Physical Requirements - Material shall be glass plate type only. Pulverized or granular/powder form is not acceptable. Material shall be manufactured and produced in the U.S.A. Materials manufactured in foreign countries will not be acceptable.

Section 6.1: Marking - An Affidavit of Compliance shall be furnished with the shipment, attesting that the sodium hexametaphosphate furnished under the purchaser's specifications complies with all applicable specifications of this standard.

Section 6.2: Packaging and Shipping: - The material shall be furnished in 50 lb. moisture proof bags. Material shall include Freight on Board (F.O.B.) charges to Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York. Material shall be delivered in a minimum of 2 shipments.

NOTE: A straight delivery truck or short trailer is necessary, and an electric pallet jack is required for delivery. Pallets are to be placed inside of the building. Delivery requires 1 days' notice from the carrier.

Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on January 26, 2024,** 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. January 26, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

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

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Firm: _____

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. 58.24

CALL FOR BIDS FOR CHLORINE GAS

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 Chlorine Gas.

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 January 26, 2024, 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:

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
10:15 A.M., JANUARY 26, 2024

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

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 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 2nd, 2024
TO:	Town Board
FROM:	Justin Peterson, Sr. Water Plant Operator
TITLE OF REQUEST:	Call for Bids- Chlorine Gas
TOWN BOARD MEETING:	January 10th , 2024
Background Information:	Rice Rd. Water Plant utilizes chlorine gas for disinfection.
Evaluation/Analysis:	Annual price request per cylinder from chlorine gas suppliers for 2024
Recommendation(s):	Town Board call for bids to provide Chlorine Gas to Water District #5 Treatment Plant for 2024
Attachment/Document(s):	None
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids

CHLORINE GAS

Bid Opening:

Friday, January 26, 2024

@ 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:

CHLORINE GAS

Unit price per 150-pound cylinder delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

Price per 150 lb. Cylinder: *$*_____

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***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Town of Rotterdam

Chlorine Gas

Detailed Specifications

LIQUID CHLORINE

The approximate quantity required will be 10,000 pounds per year, supplied in 150-pound cylinders.

The successful bidder will not charge deposit fees on cylinders unless those cylinders are held at the plant sites in excess of six (6) months.

All material supplied under this bid shall be in conformance with ANSI/AWWA Standard 301-87 or subsequent revision.

DELIVERY

Delivery shall be to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, within two (2) weeks of placement of the order as ordered by the Senior Water Plant Operator or his designee.

PERIOD OF CONTRACT

The prices shall remain in effect up to and including December 31, 2024.

BID REQUIREMENTS

The Town of Rotterdam has the right to accept or reject any or all bids.

Each bid must contain a Non-Collusion Bidding Certificate as per Section 103-d of the General Municipal Law.

NOTE: Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on January 26, 2024,** 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. January 26, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

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

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Firm: _____

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. 59.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR MOLD INVESTIGATION AND ASBESTOS ASSESSMENT FOR THE SENIOR CENTER BUILDING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to perform a mold investigation and asbestos assessment for the Senior Center Building located at 2639 Hamburg Street, in the amount not to exceed six thousand eight hundred and 00/100 ($6,800.00) dollars.

SECTION 2. This resolution shall become effective on January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 3, 2024

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to perform mold investigation and asbestos assessment for the Senior Center Building on Hamburg Street.

TOWN BOARD MEETING: January 10, 2024

Background Information: DPW would like to have an assessment completed to determine if there is any mold and/or asbestos in the building.

Evaluation/Analysis: Two proposals were received, and B&L provided the least cost for the services requested.

Recommendation(s): I recommend that the Town select B&L to perform the services as stated in their proposal. The estimated cost to perform the work is $6.800.00.

Attachment/Document(s): Proposals noted above are provided.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

December 28, 2023

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

Re: Fees and Services Supplement - Limited Mold Investigation, Asbestos Assessment, and Sampling Services for the Rotterdam Senior Center

File: 904.054.001

Dear Mollie:

In accordance with correspondence on December 21, we are providing this fee and services amendment for the above mentioned project.

Scope of Services

Industrial Hygiene Consulting Services

B&L will provide an industrial hygienist to perform a follow-up visual assessment for mold and collect post-renovation mold samples at the Rotterdam Senior Center. This includes attendance of contractor meetings and providing technical assistance with issues relating to mold, industrial hygiene and best work practices.

Airborne Sampling & Visual Assessment for Mold

We will collect air samples for viable mold in three locations within the Rotterdam Senior Center. Three (3) samples will be collected within the rooms affected by water inflation damage and one (1) sample outdoor sample for comparison. The sampling will determine total colony forming units and will be measured against representative outdoor air. The method involves the use of a high volume air pump and a BioStage sampler to impact airborne contaminants onto appropriate agar plates. The plates are then incubated for several days. Analysis for the airborne mold samples includes identification and enumeration. Microbial analysis will be performed by an appropriately accredited laboratory subcontracted by B&L. Results of mold sampling will be available typically in 10-14 business days from the laboratory. We will provide follow-up results of sampling to the Town's designated representative within 24 hours of receipt.

The affected building spaces will be inspected to verify or discount the presence of visible mold growth. The visual inspection will include accessible interior walls, floor finishes, concrete slab, HVAC system, and above ceiling areas. The survey will be visual and non-destructive to the extent possible. We will provide the results of our visual review with the preliminary HVAC performance measurements.

IAQ Sampling

Standard HVAC performance parameters will be measured in the affected rooms, which include temperature, relative humidity, carbon dioxide, and carbon monoxide.

Carbon dioxide, Carbon monoxide, humidity, and temperature measurements will be made with a direct reading instrument throughout the affected spaces. Carbon dioxide within indoor environments is typically a result of human respiration and an elevated concentration in the space can be an indicator of ventilation problems, such as inadequate introduction, distribution, or mixing of outdoor dilution air with recirculated air. Carbon monoxide is a

product of internal combustion, such as incomplete combustion or internal combustion engines and is dangerous at elevated levels. Temperature and humidity are factors that can cause discomfort during normal work activities.

Spot readings of the above parameters will be measured in the various locations throughout the affected spaces. Sampling results will be recorded on field datasheets for review. Readings from adjacent spaces will also be collected for comparison.

Asbestos Investigation and Sampling

B&L will perform an asbestos inspection of the building materials impacted by water infiltration. The asbestos inspection will be done by a NYSDOL accredited Building Inspector. We anticipate completing asbestos assessment and the mold investigation in the same effort. We will need complete access to the affected areas, including the roof. Our services will include the following.

- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos prior to demolition.
- Review all accessible building spaces in coordination with the owner for known and previously undetermined materials. Previous available reports and records will be reviewed to identify existing materials.
- Sampling as necessary to clarify extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.

Schedule

We can begin this work following the authorization of this agreement.

Report

B&L will prepare a report summarizing the results of the findings. The report will compare the results of our survey with recommended guidelines for indoor air quality, as published by the American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE), applicable regulations (OSHA, EPA), and other appropriate sources. The report will also include recommendations for corrective action, if necessary. Additionally, a summary of sampling results and the impact of ACM on the affected structures will be included in this report.

Fee

Our fee for the completion of the scope of services will be a lump sum of $6,800 and is inclusive of the services defined herein. The fee includes all labor, equipment, supplies, media, IAQ monitor rentals, calibration, mold laboratory analysis, and out-of-pocket expenses. This fee also includes Laboratory rates contemplate standard turnaround times. 12-hours of Industrial Hygiene consulting effort is included in this lump sum fee. Effort above and beyond this amount will be tracked and invoiced at $170 per hour. Asbestos sample analysis is additionally reimbursable at the rates listed below.

Assumptions

1. Any field investigations will be performed in coordination with the owner's representatives. Full access to all building spaces will be required at the time of the scheduled surveys.
2. Invasive investigations will be required to attempt to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.
3. Loose fill vermiculite in the structures, if encountered, will be assumed asbestos containing and abated as required prior to demolition. Analysis of any surfacing materials is contemplated by standard PLM analysis only. We will notify the Town if any plaster or surfacing material contains vermiculite as identified by the laboratory. If the plaster 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 NYS. The specific sampling protocol and laboratory analysis to determine asbestos content for surfacing materials containing vermiculite 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, $350 per sample. However, the cost to address the SFP as PACM could 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. An additional collection fee of $940 per sampling event will be required as well as the analytical fee.
4. Asbestos sample analyses for the investigation shall be reimbursable at $13 for standard PLM analysis, $22 for PLM-Gravimetric reduction and $35 for TEM follow-up. Analysis of materials determined to contain vermiculite is $350 per sample. Surfacing and fireproofing materials may require up to 9 samples, depending on quantity, to be proven negative for asbestos. **We will adjust our final fee based on the actual number of each type of analyses. We will only invoice for the actual number of analyses.**
5. Existing building information, surveys, and drawings will be made available for B&L, either as copies, electronic files, or reports which can be scanned by B&L for our use and records.
6. Roofing sampling is not anticipated at this time.
7. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work, or any other service not described herein, shall be provided following negotiation of additional compensation.

If you have any questions or need additional information, please feel free to call. If this agreement is satisfactory to you, please execute and return.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER

Authorization

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

Mollie Collins Town Supervisor Town of Rotterdam	Date

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

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

1.0 Basic Agreement

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

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

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

5.0 Controlling Law

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

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

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

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

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

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

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

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

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

GREENBRIAR
CONSTRUCTION SERVICES LLC

September 26th, 2023

Mr. James Keith
Town of Rotterdam

Project: **Rotterdam Senior Center**
Basement Corridor
2nd Floor Corridor
Mold Remediation

Mr. Keith,

Greenbriar Construction Services, LLC is pleased to provide the following lump sum proposal for the remediation services required for the above-referenced project. The following Scope of Work was developed during our site visit and in accordance with the specifications provided by the owner.

This proposal is intended to be utilized by the owner for evaluating feasibility and costs associated with the downsizing, sale, or redevelopment of the site and as an offer to perform the work.

Scope of Work:

- Notification and posting of Mold Remediation Project per NYSDOL requirements.
- Mobilization of labor, equipment, materials, and supervision to and from site.
- Remediation of mold-contaminated surfaces as specified in site visit. Affected areas @ the corridors are less than 10 SF. Includes 2 tented enclosures. Excludes any replacement of building materials.
- Areas of treatment will be mutually agreed upon by the owner and contractor before work is initiated.
- Removal under negative pressure system. Legal disposal of all contaminated material as construction and demolition debris to a certified facility permitted to accept such material.
- Installation of EPA-registered Fiberlock IAQ Peroxide Cleaner, FIberlock Mold Stain Eraser, Fiberlock Shockwave disinfectant and Fiberlock IAQ 6000 Encapsulant. Remedial activities do not guarantee all visual staining will be removed from surfaces or substrates scheduled to remain or that regrowth will not occur. At the Mechanical Room encapsulant will not be applied to areas where utilities are present. Excludes any encapsulant at foundation walls.
- Includes preparation of Contractor Remediation Work Plan per report requirements

Exclusions:

- Hazardous or regulated material abatement or remediation other than the above-mentioned work including but not limited to asbestos, mold, lead, PCB, refrigerants, mercury, UST, paints, solvents, etc.
- Installation of any gutters, insulation, or vapor barriers.
- Removal of contents.
- Any painting or patchwork.
- Any vent installations.
- Disconnection, relocation, isolation, or termination of utility services.
- Temporary Power and water.
- NYS Sales Tax.
- Third-party monitoring, consulting, testing, engineering, or analytical services.
- Any other work besides what is previously specified in the above scope of work.

Lump Sum Pricing:

$8,968.00

Terms & Conditions:

- Owner to provide Tax Exempt or Capital Improvement Certification otherwise applicable sales tax may apply.
- Net 30 days; no percentage of payment shall be retained for any period of time. Any balances over 30 days will be charged interest at a rate of 2.5% per month.
- The quote is based on current fuel, material, etc. cost at the time of estimate. Any increases after
- 30 days will apply on a cost-plus basis. Quote valid for 30 days from proposal date.

Please feel free to call or email with any questions or concerns regarding this proposal.

Sincerely,

Scott Loudis

Greenbriar Construction Services, LLC
P.O. Box 330
Wynantskill, N.Y. 12198
(518) 621-6512

Acceptance of Proposal Conditions – Notice to Proceed:

Name: _____
Representing: _____

Signature: _____
Date: _____

Acknowledgement of Payment Terms & Conditions: _____ (Initial)

****** Thank You for Your Business ******

RESOLUTION NO. 60.23

TO ACCEPT THE SOLAR FACILITY DECOMMISSIONING BOND, IN ACCORDANCE WITH THE CODE OF THE TOWN OF ROTTERDAM, SECTION 270-153, OF ROTTERDAM RENEWABLES, LLC.

WHEREAS, on September 6, 2022 the Planning Commission approved a Special Use Permit for the location of a multiple principal uses (Residential &Agricultural Operation) and a 5.00 Megawatts (AC) solar energy array on approximately +/- 22.7 acres of land on a +/- 133.27-acre parcel.

WHEREAS, the property is located at 1827 Putnam Road, Rotterdam, NY 12306; and

WHEREAS, as required by the Planning Commission, the solar developers are required to post a decommissioning bond with the Town prior to issuance of Building Permits; and

WHEREAS, the draft Decommissioning Bond has been reviewed by the Town Designated Engineer and Attorney for the Town; 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 accepts a Solar Facility Decommissioning Bond from Philadelphia Indemnity Insurance Company, Located at One Bala Plaza East, Suite 100, Bala Cynwyd, PA 19004-1403, in the amount of two hundred seventy-six thousand eight hundred nine and 00/100 ($276,809.00) dollars. Provided however, the bond amount shall increase by 2% each year by Rider issued at the renewal date.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2023

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 3, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner
TITLE OF REQUEST:	Acceptance of a Decommissioning Bond from Rotterdam Renewables for a 5.0Mw Solar Facility to be located at 1827 Putnam Road.
TOWN BOARD MEETING:	January 10, 2024
Background Information:	Rotterdam Renewables LLC is constructing a 5.0-Megawatt Photovoltaic Solar Farm at 1827 Putnam Road.
Evaluation/Analysis:	On September 6, 2022 the Planning Commission approved a Special Use Permit for the location of a multiple principal uses (Residence & Agricultural Operation) and a 5.00 Megawatts (AC) solar energy array on approximately ±22.7 acres of land on a ±133.27-acre parcel. The property is located at 1827 Putnam Road, Rotterdam, NY 12306. As required by the Planning Commission, the solar developers are required to post a decommissioning bond with the Town prior to the issuance of Building Permits. The Draft Decommissioning Bond has been reviewed by the Town Designated Engineer and Attorney for the Town.
Recommendation(s):	Town Board to Accept the Solar Facility Decommissioning Bond in the amount of $276,809.
Attachment/Document(s):	Draft Decommissioning Bond PC Resolution #40-2022
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Chapter 270-153 Solar Farms
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town

Bond No. _____

Philadelphia Indemnity Insurance Company
Solar Facility Decommissioning Bond

KNOW ALL MEN BY THESE PRESENTS: That **Rotterdam Renewables, LLC** (hereinafter called the Principal), and Philadelphia Indemnity Insurance Company (hereinafter called the Surety), a corporation duly organized under the laws of the Commonwealth of Pennsylvania, are held and firmly bound unto **Town of Rotterdam, NY** (hereinafter called the Obligee), in the full and just sum of Two Hundred Seventy-Six Thousand Eight Hundred Dollars **($276,809),** the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has issued the Principal a special use permit related to a **5.0 MWac Megawatt Photovoltaic Solar Farm** and as a requirement of such permit the Principal is obligated to remove the Solar Facility equipment from property located at **1827 Putnam Road in the Town of Rotterdam (Tax ID: 47.-2-19.1)** upon discontinuance of service.

WHEREAS, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said permit during the time period this bond remains in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said permit as stipulated above, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise cancelled as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. Upon receipt of notice of Principal's default, Surety shall within 60 days notify Obligee of its decision to either issue the bond amount to the Obligee or complete the decommissioning requirements.

3. This bond may be terminated or canceled by surety by giving not less than sixty (60) days written notice to the Obligee, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by Principal prior to the effective date of such termination.

4. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligee recoverable under this bond.

5. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served one year after termination or cancellation of this bond.

Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond. Provided, however, the bond amount shall increase by 2% each year by Rider issued at the renewal date.

7. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall prevail in all respects.

8. It is expressly understood and agreed that this bond does not cover or guarantee rent or lease payments of any kind.

9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

Philadelphia Indemnity Insurance Company
Attn: Surety Department
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions herein.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this_____day of_____, 20_____.

Principal	**Surety**
Rotterdam Renewables, LLC	**Philadelphia Indemnity Insurance Company**
By:_____	**By:**_____
Name & Title: Chris Clark, CDO	**Attorney-in-fact**

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number Planning Commission 40-2022
Moved by Mr. Collins seconded by Mr. Calder
Applicant: Rotterdam renewables, LLC (Lessee)/Dan Brudos (Owner)

Applicant: Rotterdam Renewables, LLC (Lessee)/Dan Brudos (Owner)

Project Location: 1827 Putnam Road
Rotterdam, New York

Tax Number or Numbers: 47-2-19.1

Proposed Project: Special Use Permit for the location of a multiple principal uses (Residence & Agricultural Operation) and a 5.00 Megawatts (AC) solar energy array on approximately ±22.7 acres of land on a ±133.27-acre parcel.

WHEREAS, public meetings were conducted by the Town of Rotterdam Planning Commission on June 15, 2021, November 4, 2021, and a public hearing on September 6, 2022 to consider the above referenced Special Use Permits; and,

WHEREAS, this matter was discussed and approved, as meeting the standards for a Special Use Permit as set forth in Chapter 270 of the Code of the Town of Rotterdam entitled ZONING; and,

WHEREAS, the Town of Rotterdam Planning Commission after careful consideration of the application, testimony of the applicant and/or representative and members of the public in attendance at the hearing, and all other materials of record HEREBY APPROVES THE SPECIAL USE PERMIT; NOW,

IT IS HEREBY RESOLVED THAT this Special Use Permit is approved with the following conditions as stipulated by the Planning Commission:

1. Final Fees Due:

Final Site Plan	$150.00
Advertising (July 19th PH)	39.96
Advertising (September 6th PH)	39.41
Total	$229.37

2. Add note to site plan Sheet T-101: "Prior to the issuance of site development permits, the limits of disturbance/clearing as depicted on the final site plan shall be surveyed and flagged in the field and evidence presented to the Department of Public Works Stormwater Officer that the work has been completed."

3. Add note to site plan Sheet C-101 last revised on September 6, 2022: "Prior to the issuance of Building Permits for construction, the applicant shall complete the buffer and screening mitigation as approved by the Planning Commission along the southern property of the lands of N/F Dunn."
4. Add note to site plan Sheet C-101 and Sheet C-503: "Periodic pruning of supplemental White Spruce and Eastern White Pine to prevent array shading shall not be reduced in height below 15 feet. Dead and/or dying supplemental trees shall be replaced in kind and in perpetuity."
5. Prior to Chairman's signature on the Final Site Plan, the applicant must receive full and final approvals by the Town Designated Engineer on all current and potential forthcoming technical comments on the project documents.
6. Prior to Chairman's signature on the Final Site Plan, the applicant must receive full and final approvals by the TDE and Town Stormwater Manager of the Stormwater Operation and Maintenance Manual and Stormwater Pollution Prevention Plan as prepared by Crawford and Associates.
7. Prior to the issuance of Building Permits for construction, funds in the amount of $276,809.00 shall be provided to the Town of Rotterdam for financial surety to implement the decommissioning plan. Type of surety shall be approved as to form by the Attorney for the Town and accepted by the Town Board.
8. Prior to the issuance of site development permits, the applicant shall file a Notice of Intent with the NYSDEC in order to gain coverage under the SPDES General Permit for stormwater discharges from construction activities for the project. Proof of permit coverage must be submitted to the Town prior to site work. Weekly SWPPP inspection reports will need to be sent to the Town Stormwater Manager. A schedule for when land disturbing activite4s will commence is required and notification to the Town Stormwater Manager when land disturbance begins. A deed covenant for the property is required for post-construction maintenance of the stormwater management facilities in accordance with the approved Operation and Maintenance guide. These documents need to be established and submitted to the Town prior to a Certificate of Occupancy (CO) being issued.
9. Prior to the issuance of site development permits, the applicant must receive Highway Work Permits from Schenectady County for work onto Putnam Road. Copies of all correspondence with Schenectady County shall be provided to the Town.
10. If the site access for the solar project is intended to be a shared driveway with the existing property owner, provide documentation concerning the maintenance of roadway prior to Chairman's signature. Any maintenance agreement for the shared driveway must be submitted to the Attorney for the Town, approved as to form, and filed with Schenectady County prior to the issuance of a site development permits.
11. Project identification signage needs to be installed at the Putnam Road entrance to the facility and shall contain reflective material so that it can be easily read during the evening hours.
12. The applicant shall provide the Town of Rotterdam DPW paper and electronic AutoCAD file copies of the utility "As-Built Record Drawings" upon completion and testing of the utilities.
13. Prior to the issuance of Site Development and/or Building Permit(s) by the Town of Rotterdam, the applicant shall attend a pre-construction meeting with the Building Inspector and DPW staff to confirm the completion of the above stated conditions.

Peter J. Comenzo
Senior Planner

Thomas P. Yuille
Planning Commission Chairman

RESOLUTION NO. 61.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR A TOWN COURT AND POLICE FACILITY HAZARDOUS MATERIALS SURVEY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for professional engineering services related to conducting a Hazardous Materials Survey of the Town Court and Police Facility, in the amount not to exceed twenty-two thousand five hundred and 00/100 ($22,500.00) dollars.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 5, 2024
TO:	Town Board
FROM: Fred Mastroianni, P.E.,	Town Consultant Engineer
TITLE OF REQUEST:	To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide hazardous waste materials survey for the town court and police facility.
TOWN BOARD MEETING:	January 10,2024
Background Information:	The Town's DPW has requested that a hazardous waste materials survey be conducted for the building to determine if there are any hazardous materials that may need to be removed if the building is renovated or demolished in the future.
Evaluation/Analysis:	The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.
Recommendation(s):	I recommend that the Town Board approve the cost to provide environmental services for the lump sum amount of $22,500.00.
Attachment/Document(s):	See proposal from B&L.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

January 5, 2024

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

Re: Town of Rotterdam
Town Court and Police Facility Hazardous Materials Survey
File: 708.6684

Dear Ms. Collins:

In accordance with our understanding of the scope of work, Barton & Loguidice, D.P.C. (B&L) is providing this fee and services proposal for investigation and sampling of suspect hazardous materials within the Rotterdam Town Court and Police Facility. The proposed survey will include investigation and sampling for Asbestos, Lead-Based Paint (LBP) and Polychlorinated Biphenyls (PCBs).

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Asbestos Investigation and Sampling: We will schedule and coordinate access for the completion of inspections for asbestos by a NYSDOL accredited Building Inspector. We anticipate providing a single survey team for completion of the asbestos investigations and sampling. We will need complete access to the interior and exterior of the building, including the roof. Our services will include the following.

- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos.
- Review all accessible building spaces in coordination with the owner for known and previously undetermined materials. Previous available reports and records will be reviewed to identify existing materials.
- Sample locations and asbestos containing materials will be recorded on single line CAD or hand-drawn diagrams (not to scale) by B&L inspectors. The drawings will be marked up to depict sample locations and material type.
- Sampling as necessary to clarify extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.

- 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 provide a report summarizing the sampling results and the impact of ACM in the affected structures. The data collected during the survey will be compiled in tabular form for reporting. Our report will include a summary of our review, materials sampled, sample location information, and condition of each material sampled.
- Upon discovery of an incidental disturbance of asbestos (as defined by ICR 56), the accredited inspector shall immediately notify the Town, identify affected area(s) and provide recommendations for protecting the owner and occupants. B&L can provide a fee and services proposal for an asbestos incidental disturbance assessment, which will identify the limits of the disturbance and provide the necessary information required for abatement.

Task 2 – Lead- Based Paint Characterization: These services will include a characterization and sampling of painted surfaces to document lead content. 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 components such as ceilings, door components, window components, mechanical equipment, cabinets, structural members, and exterior finishes. 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/cm^2). 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.
- Upon discovery of loose or flaking LBP within occupied areas of the building, the accredited inspector shall immediately notify the Town, identify affected area(s) and provide

recommendations to protect the owner and occupants. B&L can provide a fee and services proposal for Lead Risk Assessment Services which will identify the presence, type, severity and location of lead-based paint hazards (including lead hazards in paint, dust and soil) and provide suggested ways to control them.

Task 3 – PCB Containing Caulk: There is 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. All sample locations and results will be documented.

Fee Summary

Barton & Loguidice, D.P.C., proposes to provide the above-described Scope of Services for a lump sum fee of Twenty-Two Thousand Five Hundred Dollars ($22,500). The following lump sum fee summary includes all labor, expenses, materials, equipment, travel, administration, reproduction, communication, overnight packaging and out-of-pocket expenses to complete the work.

Service		Fee	Fee Type
Hazardous Building Material Assessment		$15,000	Lump Sum
Estimated Laboratory Analysis (per table below)		$ 7,500	Reimbursable
	Total	$22,500	

Sample Analysis (Reimbursable)	Estimated Quantity	Rate/ Analysis	Estimated Total Cost
Polarized Light Microscopy (PLM – friable samples)	60	$12	$720
PLM – Gravimetric Reduction (NOB sample)	80	$22	$1,760
TEM – Follow-Up for NOB	80	$37	$2,960
Lead-Based Paint Analysis	25	$28	$700
PCB in Caulk	16	$85	$1,360
Vermiculite analysis NYSDOH Method 198.8	-	$350	-
Estimated Lab Total (Reimbursable):			**$7,500**

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement. 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.

Assumptions

1. Any field investigations will be performed in coordination with the owner's representatives. Full access to all building spaces will be required at the time of the scheduled surveys.
2. Invasive investigations will be required to attempt to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.
3. Additional sampling and analysis shall be reimbursed at the unit rates listed above. **We will adjust our final fee based on the actual number of each type of analyses. We will only invoice for the actual number of analyses.**
4. Existing building information, surveys, and drawings will be made available for B&L, either as copies, electronic files, or reports which can be scanned by B&L for our use and records.
5. Roof sampling will be performed. At sample locations, generic repairs will be made utilizing suitable non-ACM materials. B&L cannot be held responsible for any subsequent leakage, the Owner is encouraged to hire a commercial roofing contractor to preform patching if possible.
6. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work or revisions beyond that stated, or any other service not described herein shall be provided following negotiation/acceptance of additional fees.

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.

Donald H. Fletcher, P.E.
Principal

SLR/JER/DHF

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 Supervisor _____ Date _____

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

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

1.0 Basic Agreement

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

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

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

5.0 Controlling Law

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

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

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

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

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

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

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

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

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION NO. 62.24

CALL FOR BIDS FOR ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On-Call Fencing Construction and Repair Services.

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 February 2, 2024, 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:

ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

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 2, 2024

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

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 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 12, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call fencing construction and repair services.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town's Department of Public Works would like to have a list of qualified contractors to replace or repair as needed fencing on town properties. The intent is to have a list of no more than three contractors. The selection of contractors will be based upon "Best Value" methodology that includes qualifications, experience, references, hourly rates, overhead and profit percentages.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for on-call fencing construction and repair services. Depending upon the bids received, the Town has the option to reject all bids if the cost does not appear to be reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

On-Call Fencing Construction and Repair Services

Bid Opening:

February 2, 2024

@ 10:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Fencing Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:00 AM local time on Friday, February 2, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

On-Call Fencing Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of fencing that are damaged as determined by the Town, on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical contractor services.

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

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

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

TOWN OF ROTTERDAM

BID FORM

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

On-Call Fencing Construction and Repair Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing fencing contractor construction, maintenance and repair services to like-sized public agencies and/or private companies:_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of fencing installation experience:

a. Fencing Supervisor _____

b. Fencing Laborer _____

c. Fencing Equipment Operator_____

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Fencing Labor Rate (8 hours) Hourly Rate _____
2. Fencing Labor Rate (weekends & holidays) Hourly Rate _____
3. Fencing Supervisor Rate (8 hours) Hourly Rate _____
4. Fencing Supervisor Rate (weekends & holidays) Hourly Rate _____
5. Fencing Equipment Operator (8 hours) Hourly Rate_____
6. Fencing Equipment Operator (weekends & holidays) Hourly Rate_____

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new fencing or replace deteriorated fencing for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage _____

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the fence installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____

_____

_____

_____

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each fencing repair or replacement project:

SUBMITTED on _____ 2024.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **10:00 a.m. on February 2, 2024,** 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. February 2, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.

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

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. 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 RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: 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:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

Local Protections

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

Contact the Rotterdam Police Department

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

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2024. If the project extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

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

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

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

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

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

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

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

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

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

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

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

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

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

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

SECTION 9: INDEMNIFICATION

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

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.

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

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

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

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

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

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

SECTION 11: AWARD OF BID

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

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

SECTION 12: REMEDY FOR BREACH

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

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

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

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

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

SECTION 15: SAMPLES AND SHOP DRAWINGS

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

SECTION 16: SUBCONTRACTORS

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

SECTION 17: ETHICS

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

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

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

SECTION 20: PROTECTION OF EXISTING STRUCTURES

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

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

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

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J

(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 50 points for On-Call Fencing Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing a superior level of fence construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call fencing contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points - Fencing Supervisor rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Fencing Supervisor rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Fencing Supervisor rate for Saturdays, Sundays and Holidays
- 10 points - Fencing Labor rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Fencing Labor rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Fencing Labor rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace fencing that has been damaged on an on-call basis as requested by the Town. The extent of fence construction work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Construction Services Procedure and Response – Upon notification of a pending fencing project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call fencing project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified fencing installation contractors shall be considered.

SECTION 25: SPECIFICATIONS

The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal, repair or replacement of existing fencing that is damaged. New fencing material shall comply with NYSDOT Item 607.0511. The new fence material shall be black vinyl coated and 4 feet high. Details for the fence are as per NYSDOT Standard Sheet 607-04; For further specifications information, refer to the latest edition of the NYSDOT Standard Specifications Sections 607 (fences) and 501 (concrete for fence posts) which is available online at:

- https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us.

The Town may elect to substitute the above specifications to match with the existing fence for repair type projects. If that is the case, the contractor shall advise the Town of any material cost changes and come to an agreement on the price for the fencing.

RESOLUTION NO. 63.24

CALL FOR BIDS FOR ON-CALL ELECTRICAL CONSTRUCTION SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On-Call Electrical Construction Services.

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 February 2, 2024, 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:

ON-CALL ELECTRICAL CONSTRUCTION SERVICES

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., FEBRUARY 2, 2024

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

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 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 5, 2024

TO: Town Board

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

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call electrical contractors for construction and repair services.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town's Department of Public Works would like to have a list of qualified electrical contractors to replace or repair electrical services on town properties. The intent is to have a list of no more than three contractors. The selection of contractors will be based upon "Best Value" methodology that includes qualifications, experience, references, hourly rates, overhead and profit percentages.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for on-call fencing construction and repair services. Depending upon the bids received, the Town has the option to reject all bids if the cost does not appear to be reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

On-Call Electrical Construction Services

Bid Opening:

February 2, 2024

@ 10:30 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Electrical Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:30 AM local time on Friday, February 2, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

On-Call Electrical Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of electrical facilities that are damaged as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical contractor services.

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

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

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

TOWN OF ROTTERDAM

BID FORM

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

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing electrical contractor construction, maintenance and repair services to like-sized public agencies and/or private companies:_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician _____

b. Apprentice Electrician_____

c. Journeyman Electrician_____

d. Maintenance Electrician_____

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Electrician Labor Rate (8 hours) Hourly Rate _____
2. Master Electrician Labor Rate (weekends & holidays) Hourly Rate _____
3. Apprentice Electrician Rate (8 hours) Hourly Rate _____
4. Apprentice Electrician Rate (weekends & holidays) Hourly Rate _____
5. Journeyman Electrician Rate (8 hours) Hourly Rate_____
6. Journeyman Electrician Rate (weekends & holidays) Hourly Rate_____
7. Maintenance Electrician Rate (8 hours) Hourly Rate _____
8. Maintenance Electrician Rate (8 hours) Hourly Rate _____

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new electrical or replace deteriorated electrical items for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage _____

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the electrical installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____

_____

_____

_____

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each electrical repair or replacement project:

SUBMITTED on _____ 2024.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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.

***If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **10:30 a.m. on February 2, 2024,** 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. February 2, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.

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

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. 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 RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: 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:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

Local Protections

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

Contact the Rotterdam Police Department

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

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2024. If the project extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

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

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

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

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

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

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

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

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

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

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

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

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

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

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

SECTION 9: INDEMNIFICATION

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

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.

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

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

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

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

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

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

SECTION 11: AWARD OF BID

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

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

SECTION 12: REMEDY FOR BREACH

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

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

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

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

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

SECTION 15: SAMPLES AND SHOP DRAWINGS

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

SECTION 16: SUBCONTRACTORS

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

SECTION 17: ETHICS

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

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

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

SECTION 20: PROTECTION OF EXISTING STRUCTURES

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

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

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

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J

(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 100 points for On-Call Electrical Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing superior electrical construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call electrical contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points – Master Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Master Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Master Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Journeyman Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Journeyman Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Apprentice Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Apprentice Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Maintenance Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Maintenance Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Maintenance Electrician rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace electrical systems that has been damaged on an on-call basis as requested by the Town. The extent of electrical work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Construction Services Procedure and Response – Upon notification of a pending electrical project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call electrical project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified electrical contractors shall be considered.

RESOLUTION NO. 64.24

CALL FOR BIDS FOR GENERATOR BUILDING MODIFICATIONS

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 Generator Building Modifications.

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 February 2, 2024, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

GENERATOR BUILDING MODIFICATIONS

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
11:00 A.M., FEBRUARY 2, 2024

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

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 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 5, 2024

TO: Town Board

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

TITLE OF REQUEST: Authorize the Supervisor to obtain construction bids for the modifications to the Generator Building that includes installing a new garage door, replacement of the existing garage door, and creating an opening on the interior block wall of the building.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Water Treatment Plant Generator Building includes a large diesel fuel tank where access is not provided to remove it in case it needs to be replaced. This project will add a garage door for this purpose. In addition, the existing adjacent garage door is in poor condition and needs to be replaced. The Town has purchased both doors and the contractor will be installing them.

Evaluation/Analysis: Once bids are received, the Town can evaluate if the cost for the work is reasonable.

Recommendation(s): I recommend that the Town Board approve the project going out to bid and obtaining cost for the work. The Town Board can always reject the bids if determined to not be reasonable.

Attachment/Document(s): Design Plans, Specifications and Construction Bid Document.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

Generator Building Modifications

49 Rice Road, Rotterdam N.Y.

Bid Opening:

February 2, 2024

@ 11:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Generator Building Modifications at 49 Rice Road will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on Friday, February 2, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional. Electrical work will be completed by the Town.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340.

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

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

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

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 a.m. on February 2, 2024**, 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 **11:00 a.m. February 2, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

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

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

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. 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 RFB shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM

BID FORM

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

Generator Building Modifications

SUBMITTED BY: _____

_____

_____

_____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

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

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

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and
open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT BID ITEMS

1. Demolition and Disposal of Materials Lump Sum Price:_____

2. Masonry and Steel Modifications Lump Sum Price:_____

3. Overhead Doors Installation Lump Sum Price:_____

4. Mobilization (4% max. of above items) Lump Sum Price:_____

TOTAL LUMP SUM BID PRICE _____

SUBMITTED on _____ 2024.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

AGREEMENT

THIS AGREEMENT is by and between _____("Owner") and

_____("Contractor")

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: contractor(s) shall provide labor, materials and equipment as needed to modify the generator building as shown on the plans and as per the specifications. The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Barton & Loguidice, D.P.C. ("Engineer").

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 60 calendar days after the date of the signed agreement and completed and ready for final payment within 90 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner FIVE HUNDRED ($500.00) for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner FIVE HUNDRED ($500) for each calendar day that expires after such time until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

Total of Lump Sum Amount is:

_____Dollars
(words)

And _____cents $_____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

   a. Ninety-five (95) percent of Work completed (with the balance being retainage); and

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents and supplementary documentation provided by the contractor (performance bond, insurance, etc.), design plans and specifications. The Contract Documents can only be modified or supplemented via mutual agreement between the owner and contractor.

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

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

OWNER:

Town of Rotterdam

By: _____

Title:_____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

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

CONTRACTOR:

_____

By:_____

Title:_____

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

Attest:_____

Title:_____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

END OF SECTION

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

Local Protections

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

Contact the Rotterdam Police Department

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

TERM OF THE BID

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

CONTRACT TIMES AND COMPLETION DATE

The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement. The contractor shall complete the project within 60 calendar days from the start of the work.

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

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

BID SECURITY

A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.

B. The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

C. The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

D. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

BID BOND

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

BIDDER *(Name and Address)*:

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

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

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

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

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

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

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

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

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

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

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

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and_____

_____

_____

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

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

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

(Affix seal if principal is a corporation, if principal is a co-partnership, each partner should sign individually under the firm name)

Principal_____L.S.

_____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a corporation)

_____L.S.

_____L.S.

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

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

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

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

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

_____

Notary Public,_____County

Commission of Deeds_____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

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

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

of the firm of _____

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

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

_____

Notary Public, _____ County

Commissioner of Deeds_____

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

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

_____

Notary Public, _____ County

Commissioner of Deeds_____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____Supervisor

INSURANCE

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

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

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

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

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

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

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

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

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

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

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

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

WAGE RATES

The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the New York State Department of Labor shall be paid on this project.

SALES AND USE TAXES

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

INDEMNIFICATION

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

BID FORM

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

AWARD OF BID

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

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

REMEDY FOR BREACH

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

DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
(b) Payment will be made upon the submission of a completed payment request and supporting documentation.
(c) The Town of Rotterdam is not subject to federal, state, or local taxes.
(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).
(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount

necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

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

SAMPLES AND SHOP DRAWINGS

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

SUBCONTRACTORS

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

ETHICS

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

CLAIMS AGAINST THE TOWN

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

LAWS AND ORDINANCES

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

PROTECTION OF EXISTING STRUCTURES

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

HEALTH AND SAFETY REQUIREMENTS

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

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
   (14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

CONTRACTOR SELECTION CRITERIA

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

WORK SITE CLEANUP

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

GENERAL DESCRIPTION OF WORK

The selected contractor(s) shall provide labor, materials and equipment as needed to modify the generator building as shown on the plans and as per the specifications. The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional.

TECHNICAL SPECIFICATIONS

Refer to the design plans for the technical specifications.

TOWN OF ROTTERDAM

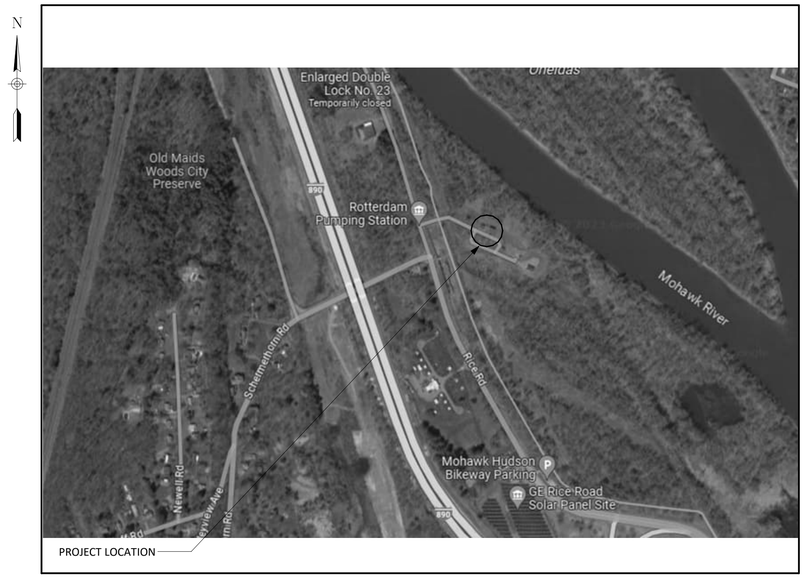
WATER DISTRICT NUMBER 5 GENERATOR BUILDING MODIFICATIONS

CONTRACT NO. 1 - GENERAL CONSTRUCTION

WATER DISTRICT NUMBER 5
49 RICE ROAD
SCHENECTADY, NEW YORK 12306

Barton & Loguidice

PROJECT DRAWING INDEX		
SHEET NUMBER	SHEET NAME	DATE 12-22-2023
G001	COVER SHEET	X
A001	GENERAL NOTES AND SYMBOLS	X
A002	PROJECT SPECIFICATIONS	X
A101	DEMOLITION AND NEW WORK PLAN	X
A102	DOOR SCHEDULE AND DETAILS	X



12/22/23

CONTRACT DOCUMENTS

PREPARED AND APPROVED BY

REGISTERED ARCHITECT
TIMOTHY R. BIVENS
NO. 031103
STATE OF NEW YORK

DATE SIGNED 12/22/2023
PROFESSIONAL ENGINEERS LICENSE NO. 031103

TIMOTHY R. BIVENS
EXPIRATION: 4/30/2026

Sheet Number
G001

Project Number
904.061.001

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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GENERAL STRUCTURAL NOTES

1. STRUCTURE DESIGN IS IN ACCORDANCE WITH THE CURRENT BUILDING CODE OF NEW YORK STATE.

2. BUILDING/STRUCTURE RISK CATEGORY — III

3. ALLOWABLE SOIL BEARING PRESSURE: N.A.

4. STRUCTURAL DESIGN INFORMATION:

LIVE LOADS	
· ROOF LIVE LOAD	20 PSF
· FLOOR LIVE LOAD PSF	N.A.
SNOW	
· GROUND SNOW LOAD (P/g)	50 PSF (ELEVATION: 240 FT)
· FLAT ROOF SNOW LOAD (P/f)	39 PSF
· SNOW EXPOSURE FACTOR (C/e)	1.0
· SNOW LOAD IMPORTANCE FACTOR (I/s)	1.1
· THERMAL FACTOR (C/t)	1.1
· DRIFT SURCHARGE LOAD (P/d)	NOT APPLICABLE (NA)
· DRIFT WIDTH (W)	NA
WIND	
· ULTIMATE DESIGN WIND SPEED V/ult (3-SECOND GUST)	120 MPH
· NOMINAL DESIGN WIND SPEED V/asd	93
· WIND EXPOSURE	B
· INTERNAL PRESSURE COEFFICIENTS	±0.55
· EXTERIOR COMPONENT AND CLADDING MATERIALS NOT DESIGNED BY THE PROJECT ENGINEER OF RECORD	SEE ASCE 7-10, CHAPTER 30
SEISMIC	
· SEISMIC IMPORTANCE FACTOR (Ie)	1.25
· MAPPED SPECTRAL RESPONSE ACCELERATION PARAMETERS (S_s/S_1) 21.4%g/6.2%g	
· SITE CLASS	D
· DESIGN SPECTRAL RESPONSE ACCELERATION PARAMETERS (S_{DS}/S_{D1}) 22.8%g/9.9%g	
· SEISMIC DESIGN CATEGORY	B
· BASIC SEISMIC FORCE-RESISTING SYSTEM(S)	ORDINARY PLAIN MASONRY SHEAR WALLS
· DESIGN BASE SHEAR(S)	2,692 LBS. (E/W). 1,618 LBS. (N/S)
· SEISMIC RESPONSE COEFFICIENT(S) (Cs)	0.19
· RESPONSE MODIFICATION COEFFICIENT(S) (R)	1.5
· ANALYSIS PROCEDURE	EQUIVALENT LATERAL FORCE

CONCRETE MASONRY NOTES:

1. STANDARDS:
   - BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530.1-13/ASCE 5-13/TMS 402-13)
   - SPECIFICATION FOR MASONRY STRUCTURES (ACI 530.1-13/ASCE 6-13/TMS 602-13)

2. MINIMUM NET AREA COMPRESSIVE STRENGTH OF MASONRY (f'm) = 2,000 PSI.
3. HOLLOW/SOLID LOAD BEARING UNITS: ASTM C90.
4. REINFORCEMENT: DEFORMED REINFORCING BARS THAT CONFORM TO ASTM A615 (FY=60,000 PSI).
5. JOINT REINFORCEMENT: HOT-DIP GALVANIZED MASONRY JOINT REINF. THAT CONFORMS TO ASTM A153, AND ASTM A951.
6. PROVIDE MORTAR OF TYPE AND COLOR SPECIFIED THAT CONFORMS TO ASTM C270.
7. GROUT SHALL BE PROPORTIONED AND MIXED IN ACCORDANCE WITH ASTM C476 AND SHALL ATTAIN A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS IN ACCORDANCE WITH ASTM C1019. PROVIDE COARSE OR FINE GROUT IN ACCORDANCE WITH THE SPECIFICATIONS.
8. GROUT SHALL BE PLACED IN A CONTINUOUS LIFT, WITH A MAXIMUM LIFT HEIGHT NOT EXCEED 5 FT. BETWEEN LIFTS, A HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING GROUT 1 1/2" BELOW A HORIZONTAL MORTAR JOINT EXCEPT AT TOP OF WALLS.
9. MAXIMUM GROUT PLACEMENT HEIGHT SHALL BE IN ACCORDANCE WITH ACI 530.1 SPECIFICATION FOR MASONRY STRUCTURES TABLE 7.
10. CONSOLIDATE GROUT AT TIME OF PLACEMENT, CONSOLIDATE GROUT LIFTS 12" OR LESS IN HEIGHT BY MECHANICAL VIBRATION OR BY PUDDLING. CONSOLIDATE GROUT LIFTS MORE THAN 12" IN HEIGHT BY MECHANICAL VIBRATION AND RECONSOLIDATE BY MECHANICAL VIBRATION AFTER INITIAL WATER LOSS AND SETTLEMENT HAS OCCURRED.
11. DO NOT USE GROUT OR MORTAR ADMIXTURES CONTAINING CALCIUM CHLORIDES, AIR-ENTRAINMENT OR ANTIFREEZE COMPOUNDS.
12. REINFORCEMENT SHALL BE SECURELY PLACED USING APPROVED PREFABRICATED CORROSION RESISTANT METAL BAR POSITIONERS AND INSPECTED BY THE ENGINEER PRIOR TO GROUT PLACEMENT.
13. JOINT REINFORCING SHALL BE LADDER TYPE WITH CROSS WIRES (NO DRIPS) USED TO ANCHOR MASONRY VENEER. AT A MINIMUM CROSS WIRE SIZE SHALL BE W1.7 AND SPACED AT 16-INCHES ON CENTER. CROSS WIRES SHALL BE WELDED TO LONGITUDINAL WIRES. MINIMUM LONGITUDINAL WIRE SIZE SHALL BE W1.7. JOINT REINFORCING IN EXTERIOR WALLS SHALL BE STAINLESS STEEL IN ACCORDANCE WITH TYPE 304 OR 316 AND ASTM A580.
14. WIRE TIES AND ANCHORS SHALL BE STAINLESS STEEL IN ACCORDANCE WITH TYPE 304 OR 316 AND ASTM A580.G
15. DEFORMED BAR REINFORCEMENT TO BE WELDED SHALL COMPLY WITH ASTM A 706 (fy = 60 KSI).
16. WELDING OF STEEL REINFORCEMENT SHALL COMPLY WITH THE "STRUCTURAL WELDING CODE - REINFORCING STEEL" ANSI / AWS D1.4.

STRUCTURAL STEEL

1. W: ASTM A992 (FY = 50 KSI)
   M, S, HP, C, MC, AND L: ASTM A36 (FY = 36 KSI)
   PLATES: ASTM A572 - GR 50 (FY = 50 KSI)
   HSS: ASTM A500 GR. B (FY = 46 KSI)
   STEEL PIPE: ASTM A53 GR. B (FY = 35 KSI)
   HIGH STRENGTH BOLTS: ASTM A325
   NUTS: ASTM A563
   WASHERS: ASTM F436
   DIRECT TENSION INDICATORS: ASTM F959
   THREADED ROD: ASTM A36
   ANCHOR RODS: ASTM F1554 GR. 36
   SHEAR STUD CONNECTORS: ASTM A108

2. WELDING ELECTRODES SHALL BE AWS E-70XX. UNLESS OTHERWISE SHOWN OR SPECIFIED, ALL SHOP CONNECTIONS SHALL BE WELDED, ALL FIELD CONNECTIONS SHALL BE BOLTED.
3. UNLESS NOTED OTHERWISE, ALL WELDING SHALL BE PREPARED AND PERFORMED IN ACCORDANCE WITH AWS D1.1.
4. STEEL MEMBERS, FASTENERS, AND ACCESSORIES LOCATED IN EXTERIOR WALLS SHALL BE HOT DIP GALVANIZED.

SCOPE OF WORK

THIS PROJECT INVOLVES REMOVAL OF CONCRETE BLOCKS AND BRICKS FOR INSTALLATION OF NEW GARAGE DOOR, REPLACEMENT OF THE EXISTING GARAGE DOOR AND CREATING AN OPENING ON THE INTERIOR WALL. THE DOORS AND ALL ASSOCIATED EQUIPMENT WILL BE PROVIDED BY THE TOWN AND CONTRACTOR SHALL
INSTALL SO THAT THEY ARE FULLY FUNCTIONAL.

GENERAL NOTES

1. DESIGN AND CONSTRUCTION SHALL CONFORM TO ALL LOCAL AND STATE CODES, INCLUDING (BUT NOT LIMITED TO) THE "NEW YORK STATE UNIFORM FIRE PROTECTION AND BUILDING CODE", LATEST REVISION, THE NFPA 101 LIFE SAFETY CODE, LATEST REVISION, ANSI A117.1 -1992 (REVISED 1995), S.E.D. MANUAL OF PLANNING STANDARDS, LATEST REVISION, OSHA, AND ANY OTHER CODES GOVERNED BY THE JURISDICTION IN WHICH THIS PROJECT IS BEING CONSTRUCTED.
2. THIS CONTRACT REQUIRES COMPLETE, FINISHED WORKABLE PROJECT OF THE AREAS INDICATED BY THE CONTRACT DOCUMENTS, AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY TO COMPLETE SAME, REGARDLESS OF WHETHER OR NOT EACH AND EVERY NECESSARY WORK OR ITEM IS SPECIFICALLY INDICATED ON ANY OTHER PORTION OF THE DRAWINGS AND/OR NOTES.
3. WHERE MATERIALS REFERENCED ON DRAWINGS, OR NECESSARY TO COMPLETE THE WORK OF THIS CONTRACT ARE NOT SPECIFIED HEREIN, PROVIDE BEST QUALITY MATERIALS. WHERE MATERIALS ARE INTENDED TO MATCH EXISTING, PROVIDE CLOSEST POSSIBLE MATCH, SUBJECT TO OWNER'S APPROVAL. ALL ITEMS AND WORK ON DRAWINGS ARE NEW, UNLESS INDICATED EXISTING. ALL WORK WHICH HAS BEEN DAMAGED SHALL BE REPAIRED OR REPLACED. WHERE ITEM CAN NOT BE REPAIRED TO A "NEW CONDITION", OR WHERE THE STRUCTURAL INTEGRITY HAS BEEN AFFECTED, ITEM SHALL BE REPLACED, AT NO COST TO THE OWNER.
4. ALL CONTRACTORS ARE RESPONSIBLE TO VERIFY ALL SITE, FIELD AND BUILDING CONDITIONS PRIOR TO SUBMITTING BIDS AND COMMENCING WORK, IF THERE ARE ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS, CONFER WITH ARCHITECT / ENGINEER FOR RESOLUTION.
5. DRAWINGS DO NOT INDICATE ALL DEMOLITION / REMOVALS. ALL CONTRACTORS ARE TO REFER TO DRAWINGS, SPECIFICATIONS AND VERIFY FIELD CONDITIONS TO DETERMINE FULL SCOPE AND PARTICULARS OF REMOVAL REQUIREMENTS PRIOR TO BIDDING WORK. CONFER WITH OWNER WHICH ITEMS ARE TO BE SAVED FOR OWNER'S USE OR REINSTALLATION BY CONTRACTOR.
6. CONTRACTOR SHALL OBTAIN FROM OWNER ALL REQUIREMENTS FOR INSTALLATION OF OWNER PROVIDED EQUIPMENT INCLUDING ROUGHING DIAGRAMS, INSTALLATION INSTRUCTIONS, ELECTRICAL SCHEMATICS, TEMPLATES, LAYOUTS AND DIMENSIONS AND ALL OTHER INFORMATION NECESSARY FOR A PROPER, WELL COORDINATED INSTALLATION. PRIOR TO ROUGH-IN OF SERVICES, CONFER WITH OWNER EXACT LOCATION OF ALL ITEMS.
7. ALL PENETRATIONS THROUGH FLOORS AND FULL HEIGHT WALLS TO BE FIRE STOPPED. ALL GAPS AND JOINTS AT RATED FLOORS, ROOFS AND WALLS TO BE FIRE STOPPED. GAPS AND JOINTS INCLUDE (BUT ARE NOT LIMITED TO) TOP OF WALL TO FLOOR OR ROOF DECK, WALL TO BEAMS, AND CONTROL OR EXPANSION JOINTS. FIRE STOPPING INCLUDES BOTH FORM OR PACKING MATERIAL AND THE FILL, VOID OR CAVITY MATERIAL.
8. EXTERIOR PERIMETER OF ALL WINDOWS, DOOR FRAMES, LOUVERS, OR OTHER ITEMS INSERTED IN AN EXTERIOR WALL SHALL BE SEAL WEATHER TIGHT WHETHER INDICATED ON DRAWINGS OR NOT.
9. INTERIOR AND EXTERIOR CONCRETE SLABS SHALL BE SEPARATED FROM ANY VERTICAL SURFACE WITH AN ISOLATION JOINT. ALL SLAB-ON-GRADE (CONTROL, EXPANSION, ETC.) JOINTS TO RECEIVE SEALANT FOR RADON PROTECTION.
10. PROVIDE BUILDING EXPANSION JOINT AND CONTROL JOINTS AT INTERIOR AND EXTERIOR MASONRY WALLS PER THE BRICK INSTITUTE OF AMERICA AND THE NATIONAL CONCRETE MASONRY ASSOCIATION SPECIFICATIONS AND RECOMMENDATIONS AND WHERE BUILDING ADDITIONS MEET EXISTING BUILDING. AT RATED WALLS, EXPANSION JOINT OR CONTROL JOINT TO EQUAL WALL RATING.
11. REMOVE DEBRIS AND OTHER MATERIALS (RESULTING FROM DEMOLITION) FROM SITE AS DEMOLITION PROGRESSES. REMOVE RUBBISH FROM JOB SITE REGULARLY AND LEAVE PREMISES AND WORK IN CLEAN CONDITION. RUBBISH SHALL NOT BE ALLOWED TO ACCUMULATE AND SHALL BE APPROPRIATELY DISPOSED OF. PRIOR TO COMPLETION, CLEAN PREMISES FOR OCCUPANCY BY OWNER.
12. ALL CONTRACTORS ARE TO COORDINATE THE WORK OF EACH OTHER, SO THAT THE WORK AND SCHEDULE ARE NOT IMPEDED. SCHEDULE WORK PROGRESS THROUGHOUT THE ENTIRE PROJECT TO PREVENT CONFLICTS AND INTERFERENCES. OBTAIN ALL NECESSARY INFORMATION SUCH AS SIZES, LOCATIONS, TEMPLATES, LAYOUT, DIMENSIONS AND ALL OTHER INFORMATION NECESSARY FOR A PROPER AND WELL COORDINATED INSTALLATION. PRIOR TO INSTALLATION OF ITEMS, CONFER WITH EACH CONTRACTOR EXACT LOCATION OF ALL ITEMS.
13. GENERAL CONTRACTOR SHALL FIELD VERIFY FINISHED DIMENSIONS AND CLEARANCES IN SPACES INDICATED TO RECEIVE BUILT-IN FURNISHINGS OR CASEWORK PRIOR TO FABRICATION.
14. ALL VERTICAL CONCRETE SURFACES WHICH WILL BE EXPOSED TO VIEW UPON COMPLETION OF WORK SHALL RECEIVE A SMOOTH RUBBED FINISH.
15. PROVIDE #4 VERTICAL REINFORCING IN ALL MASONRY WALLS AT HOLLOW METAL DOOR JAMBS,CORNERS AND AS INDICATED ON THE STRUCTURAL DRAWINGS. AT MASONRY JAMBS FOR WALL MOUNTED COILING OR SECTIONAL DOOR TRACKS PROVIDE (2) #4 VERTICAL BARS. GROUT CORES SOLID WITH 3000 PSI GROUT.
16. ALL ENDS OF MASONRY WALLS THAT WILL BE EXPOSED TO VIEW UPON COMPLETION OF WORK SHALL BE BULLNOSE ENDS UNITS.
17. PROVIDE GAP BETWEEN TOP OF MASONRY AT ALL LOCATIONS WHERE MASONRY EXTENDS TO UNDERSIDE OF STRUCTURAL MEMBER OR FLOOR/ROOF DECK WITH LATERAL SUPPORT.
18. ALL CMU SHALL HAVE HORIZONTAL JOINT REINFORCING AT EVERY OTHER COURSE, UNLESS OTHERWISE NOTED.
19. ALL BRICK MASONRY UNITS WHICH WOULD HAVE CORES EXPOSED DUE TO DETAILING SHALL BE SOLID UNITS.
20. PROVIDE CONTROL JOINTS IN MASONRY AND GYPSUM BOARD/STUD PARTITIONS AT SPACING NOT EXCEEDING 25'-0" O.C. IN STRAIGHT RUNS EXCEEDING 25'-O' IN LENGTH. IN PARTITION TYPES WHICH INCLUDE BOTH TYPES OF CONSTRUCTION, CONTROL JOINTS SHALL ALIGN FROM UPPER TO LOWER CONSTRUCTION. LOCATE CONTROL JOINTS AT DOOR/WINDOW UNITS TO THE GREATEST EXTENT POSSIBLE.
21. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING OPENINGS IN WALLS AND FLOOR SYSTEMS FOR INSTALLATION OF THEIR WORK. MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTORS SHALL PROVIDE LOCATIONS OF ROOF OPENINGS TO GENERAL CONSTRUCTION CONTRACTOR.
22. ANY COLORS/FINISHES NOT SPECIFICALLY IDENTIFIED SHALL BE SELECTED FROM MANUFACTURER'S STANDARD COLOR/FINISHES DURING SUBMITTAL REVIEW.
23. ALL STEEL MEMBERS (INCLUDING BUT NOT LIMITED TO: COLUMNS, BASE PLATES, BEAMS, JOISTS, FLOOR/ROOF DECK, LINTELS, BUMPER RAILS, HANDRAILS, GUARDRAILS, MISCELLANEOUS PLATES, STAIRS/RISERS/LANDINGS, CONDUIT, DUCTWORK, PIPING HANGERS ETC.) THAT ARE EXPOSED TO VIEW UPON COMPLETION OF THE PROJECT SHALL BE FIELD PAINTED, UNLESS SPECIFICALLY NOTED OTHERWISE.
24. ITEMS NOTED AS "BY OWNER" ARE TO BE FURNISHED AND INSTALLED BY OWNER OR OWNER'S VENDOR.
25. APPLIANCE AND OWNER PROVIDED EQUIPMENT ARE FOR REFERENCE ONLY. VERIFY DIMENSIONS AND CLEARANCE REQUIREMENTS WITH ACTUAL EQUIPMENT PROVIDED.

STANDARD ABBREVIATIONS

ABBR.	DESCRIPTION	ABBR.	DESCRIPTION	ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
ADR	ACCESS DOOR	DEG	DEGREES	JT	JOINT	SPEC	SPECIFICATION
AFF	ABOVE FINISHED FLOOR	DEMO	DEMOLISHED	MAS	MASONRY	SPL	SPECIAL
AP	ACCESS POINT	DET	DETAIL	MAT	MATERIAL	SYM	SYMMETRICAL
AUTO	AUTOMATIC	DIM	DIMENSIONS	MECH	MECHANICAL	SQ	SQUARE
AVG	AVERAGE	DWG	DRAWING	MFR	MANUFACTURE (ER)	SS	STAINLESS STEEL
BEJ	BRICK EXPANSION JOINT	DS	DOWNSPOUT	MISC	MISCELLANEOUS	STD	STANDARD
BOF	BOTTOM OF FOOTING	DWL	DOWEL	MO	MASONRY OPENING	STL	STEEL
BLDG	BUILDING	EB	EXPANSION BOLT	MT	MOUNTED	STOR	STORAGE
BLK	BLOCK	EJ	EXPANSION JOINT	MTL	METAL	SURF	SURFACE
BLKG	BLOCKING	ELEV	ELEVATION	NTS	NOT TO SCALE	SUSP	SUSPENDED
BOT	BOTTOM	ENC	ENCLOSURE	OC	ON CENTER	SYS	SYSTEM
BRG	BEARING	EOS	EDGE OF SLAB	OH	OVERHEAD	T	TREAD, TOP
BRK	BRICK	EQ	EQUAL	OPNG	OPENING	TEMP	TEMPERATURE
CEM	CEMENT	EXG	EXISTING	PAR	PARALLEL	THK	THICKNESS
CJ	CONTROL JOINT	FR	FRAME	PCC	PRECAST CONCRETE	TME	TO MATCH EXISTING
CL	CENTER LINE	FT	FOOT	PERI	PERIMETER	TOM	TOP OF MASONRY
CLG	CEILING	GD	GROUND	PLYWD	PLYWOOD	TOW	TOP OF WALL
CMU	CONCRETE MASONRY UNIT	GL	GLASS	PVMT	PAVEMENT	TYP	TYPICAL
COL	COLUMN	GWB	GYPSUM WALL BOARD	R	RISER, RADIUS	UGND	UNDERGROUND
CONC	CONCRETE	H	HEIGHT	RCP	REINFORCED CONCRETE PIPE	UNF	UNFINISHED
CONST	CONSTRUCTION	HDR	HEADER	REINF	REINFORCE (ED) (ING)	VAR	VARIABLE, VARIES
CONT	CONTINUOUS	HDW	HARDWARE	RO	ROUGH OPENING	VERT	VERTICAL
CTD	COATED	IN	INCHES	SC	SOLID CORE	VO	VOLUME
CU FT	CUBIC FEET	INT	INTERIOR	SHTNG	SHEATHING	WD	WOOD

STANDARD SYMBOLS

- Ref / X / X — BUILDING SECTION
- Ref / X / X — WALL SECTION
- Ref / X / X — DETAIL CALL-OUT
- KEY PLAN NORTH ARROW
- N / PLAN NORTH / TRUE NORTH — FLOOR PLAN NORTH ARROW
- ROOM NAME / 101 — ROOM IDENTIFICATION TAG
- A / D XX.X B / C — INTERIOR ELEVATION MARKER
- XX.X — EXTERIOR ELEVATION MARKER
- 101 — DOOR IDENTIFICATION TAG
- 1t — WINDOW IDENTIFICATION TAG
- 1i — WALL IDENTIFICATION TAG
- X X — KEY NOTE TAG
- FEC — FIRE EXTINGUISHER CABINET
- xx'-x" — ELEVATION MARKER
- X — NEW COLUMN GRID MARKER
- EX x — EXISTING COLUMN GRID MARKER
- DRAWING REVISION CLOUD
- 1 A101 SIM — DETAIL BOUNDARY
- ROOM NAME / 150 SF — ROOM NAME WITH ROOM SQUARE FEET
- SPAN DIRECTION
- 1 A001 — VIEW TITLE

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REVISIONS

TOWN OF ROTTERDAM
WATER DISTRICT NUMBER 5 GENERATOR BUILDING MODIFICATIONS
CONTRACT DOCUMENT NO. 1 - GENERAL CONSTRUCTION

GENERAL NOTES AND SYMBOLS

SCHENECTADY, NEW YORK 12306

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205
NYS CERTIFICATE # 0018246, 020588, 019903, 019905, 020336

REGISTERED ARCHITECT — TIMOTHY R. BIVENS — NO. 031103 — STATE OF NEW YORK

NYS EXP.: 4/30/2026

Date: 12/22/23

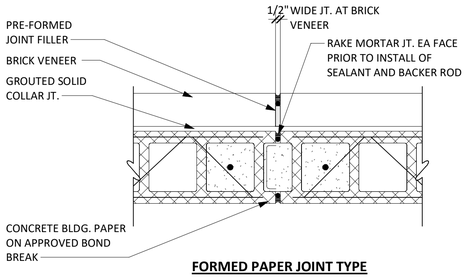
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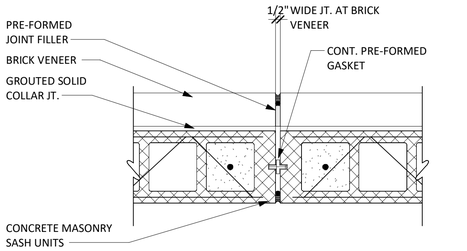
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FORMED PAPER JOINT TYPE



PRE-FORMED GASKET TYPE

COMPOSITE MASONRY WALL CONTROL JOINT (CJ) NOTES:

1. PROVIDE CONTINUOUS SEALANT AND BACKER ROD AT EACH EXPOSED FACE OF WALL.
2. PROVIDE HORIZONTAL JOINT REINF. AT JOINT AS SHOWN ON PLANS, BAR SIZE TO MATCH 1 1/2" CLEAR OF JOINT.
3. PROVIDE FULL HGT CERT. BAR REINF. AT JOINT AS SHOWN ON PLANS, BAR SIZE TO MATCH TYP. VERT. WALL REINF. CENTERED IN CELL AND GROUTED SOLID W/ 3,000 PSI GROUT.
4. JOINT SEALANT DEPTH SHALL BE EQUAL TO 1/2 JOINT SEALANT WIDTH.
5. BACKER ROD SHALL BE CLOSED CELL FOAM WITH A DIAMETER EQUAL TO 1/8-INCH LARGER THAN JOINT WIDTH.
6. STOP COLLAR JOINT GROUT AT VERTICAL CONTROL JOINT.

PROJECT SPECIFICATIONS

DIV-1 GENERAL REQUIREMENTS

1. All Contractors engaged on this project shall follow all Local, State and National Codes, and shall be responsible for any deviations from same.
   A. The work is to be conducted in strict compliance with all federal, state, and local regulations, including the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations.
   B. The Contractor shall be responsible for all notifications, permits, and fees required for this work.
2. Products of other manufacturers, which are equal in quality, as determined by the Architect, will be considered and may be accepted.
3. Contractors shall verify all grades, lines, levels and dimensions on the drawings relating to the work. Any errors or inconsistencies shall be reported to the Architect in writing prior to the start of work.
4. Install all work, plumb, square and true to dimensions. Work incorrectly laid out shall be removed and rebuilt without additional expense to the Owner.
5. Contractor to be responsible for coordinating their work with other crafts on the job.
6. The Contractor shall make arrangements for temporary services during the construction period.
7. The Contractor shall be responsible for providing and installing all required barriers, barricades, shoring, bracing, temporary enclosures, etc, to protect workmen and members of the general public from harm to protect this building and adjacent properties.
8. The Contractor shall remove all materials and debris from the site and dispose of such materials at an approved disposal site. No debris shall be left or stored in the building.
9. The Owner reserves the right to enter into separate contracts for portions of the work. The scheduling of the work under these contracts shall be coordinated with the Owner.
10. Where the New York State Building Code requires special inspections, the Contractor is responsible for the specific scope requiring inspections shall be responsible for having the inspections performed, documenting the inspections, and paying for the inspections, unless noted otherwise in these documents. Where the Owner is responsible for the testing they shall arrange for and pay for the testing. However, if the testing performed by the Owner determines that the material as provided by the Contractor does not comply with the project specifications, the contract shall be responsible for the replacement of the material and the cost of retesting, at no expense to the Owner.
11. Do not scale drawings without coordinating written dimensions, architectural drawings and details, and existing conditions.
12. Observe OSHA safety requirements including safety glasses, hard hats and protection of area when working overhead. Contractor(s) shall assume responsibility for construction safety.
13. Upon completion, all areas shall be cleaned for final acceptance by the Owner.
14. The Contractor shall employ and utilize sufficient personnel to complete the intended work in an expeditious and timely manner and as set forth by the Owner. The Owner reserves the right to change the construction schedule at their discretion.
15. Install all work to maintain proper clearance and space for maintenance of equipment.
16. Contractor use of premises:
    A. Contractor shall be responsible for all damages until work is fully accepted. Replace all damaged equipment and material at no additional cost to the Owner.
    B. Contractor responsible for construction safety at all times. Include, as part of contract, all trench or building shoring, scaffolding, shielding, dust protection, mechanical/electrical protection, safety railings, barriers and other safety features required to provide safe conditions for all workers, personnel, and site visitors.
17. All workmanship to be of a standard equal in all respects to good building practice.
18. Work Sequence:
    A. Any work which may require disruption of owners occupants, activities or operations, shall be coordinated with and approved with the Owner prior to start of such work.
    B. The Contractor and employed personnel are advised of the following:
    1) This property is a "drug-free-zone". Therefore no alcoholic beverages or illegal drugs are permitted in the facility or the site at any time.
    2) Contractor's are hereby advised there is a non-smoking ban in this facility. Smoking is only permitted in designated areas with strict permission of the Owner.
    3) Contractors are hereby advised that no audio devices (AM/FM radios, cassette, CD, or mp3 players, etc.) are permitted to be played in the facility at any time.

DIV-2 EXISTING CONDITIONS

1. Do not commence demolition until safety partitions, barricades, warning signs and other forms of protection are installed.
2. Provide safeguards, including warning signs, lights and barricades, for protection of workers, occupants, and the public.
3. Do not throw or drop materials. Furnish ramps or chutes as required by the work.
4. Remove existing construction only to extent necessary for proper installation of work and interfacing with existing construction. Cut back finished surfaces to straight, plumb, or level lines as required for a smooth transition.

PROJECT SPECIFICATIONS

5. Remove existing improvements not specifically indicated or required but necessary to perform Work. Cut to clean lines, allowing for installation of Work.
6. Patch or repair materials to remain when damaged by the performance of the Work of this section. Finish material and appearance of patch and/or repair work shall match existing.
7. Clean existing materials to remain with appropriate tools and equipment.
8. Remove waste and debris, other than items to be salvaged. Turn over salvaged items to Owner, or store and protect for reuse where required. Continuously clean up and remove items as demolition work progresses.
9. Remove rubbish, debris, and waste materials and legally dispose of off the project site.

DIV-5 METALS

1. Furnish, fabricate and erect structural steel shown on the drawing or specified herein including but not limited to: columns, girders, bearing plates, connections and miscellaneous anchors, in accordance with AISC specifications. Fabricate and erect structural steel with qualified personnel. Submit shop drawings for approval prior to fabrication.
2. Structural Steel - new shapes. ASTM A-36 series, common bolts A-307 Grade A. High strength bolts ASTM A-325.
3. All steel shall receive one coat of shop paint TNEMEC #1099, modified alkyd rust inhibitive primer. All steel left exposed to be field painted.
4. Provide all temporary bracing required during erection. Bracing shall remain in place until walls are framed and sheathed.
5. Contractor shall be responsible for the special inspection required by the New York Building Code and any/all State and Local authorities having jurisdiction over the project.
6. Contractor shall include cost of all required supports, beams, angles, hangers, rods, bases, braces, etc., to properly support contract work. Supports shall meet approval of the Owner & all State and Local authorities having jurisdiction over the project.

DIV-7 THERMAL AND MOISTURE PROTECTION

1. Caulking: Non-sag grade, polyurethane sealant complying with IT-S00227E, Type II, Class A, Sonneborn Sonolastic NPII, or equal. Submit color samples to Architect for selection. Backer rod to be polyethylene foam as recommended by sealant manufacturer. Caulk around all vents, fans, louvers, doors, windows, etc., and elsewhere, where indicated or unwarranted air leakage might occur.
2. Joint Sealants:
   A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates. Manufacturer: Sonneborn.
   B. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause no staining or deterioration of joint substrates. Manufacturer: Sonneborn.
   C. Tool joints as required. Tool joints immediately after sealant application and prior to skinning or curing begins. Tool to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant to sides of joints.

DIV-9 FINISHES

1. Painting: Provide all labor and material required to complete all painting, sanding, etc. All materials to be delivered to site in Manufacturer's original containers and shall be first quality of the Manufacturer listed. Application to be in strict accordance with Manufacturer's instructions. Colors to be selected by Architect. Contract shall prepare all surfaces to be painted as required by the paint Manufacturer's written specifications.
   A. Do not paint over any code required labels.
   B. Verify that all surfaces are ready to receive paint according to Manufacturer's recommendations.
   C. Do not apply finishes to surfaces that are not dry.
   D. Apply each coat to uniform finish per Manufacturer's recommendations.
   E. Paint Manufacturer: Sherwin Williams
   F. Paint Applications:

PT-1: Ferrous Metal (Semi-Gloss): Acrylic Enamel Finish: Semi-Gloss finish with two coats over primer and a total dry thickness of not less than 2.5 Mils per coat.

1. Primer: ProIndustrial Pro-Cry Universal Primer (B66W310) or approved equal.
2. First Coat: ProIndustrial 0 VOC Acrylic Semi-Gloss (B66-650 Series) or approved equal.
3. Second Coat: ProIndustrial 0 VOC Acrylic Semi-Gloss (B66-650 Series) or approved equal.

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REVISIONS

TOWN OF ROTTERDAM
WATER DISTRICT NUMBER 5 GENERATOR BUILDING MODIFICATIONS
CONTRACT DOCUMENT NO. 1 - GENERAL CONSTRUCTION

PROJECT SPECIFICATIONS

SCHENECTADY, NEW YORK 12306

TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205
NYS CERTIFICATE # 0018246, 020588, 019903, 019905, 020336

REGISTERED ARCHITECT TIMOTHY R. BIVENS NO. 031107 STATE OF NEW YORK

NYS EXP.: 4/30/2026

Date 12/22/23

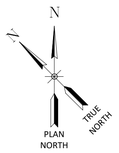
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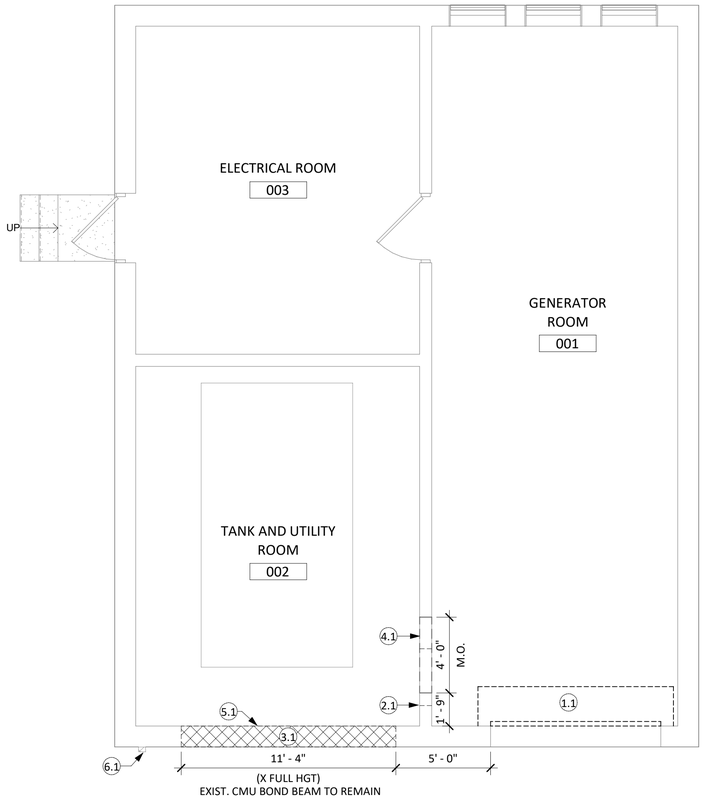
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Project Number 904.061.001

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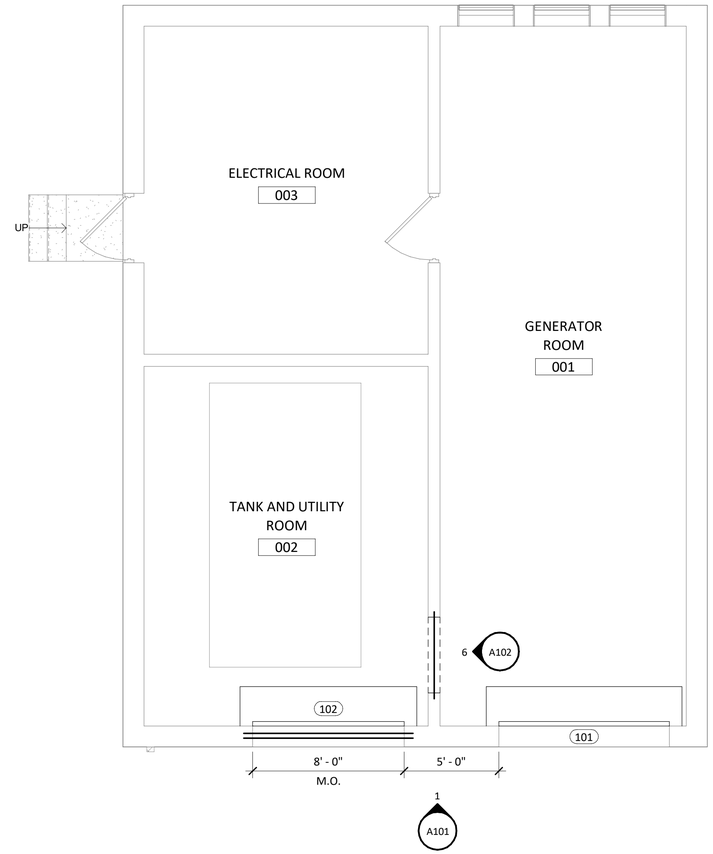
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FIRST FLOOR DEMOLITION PLAN

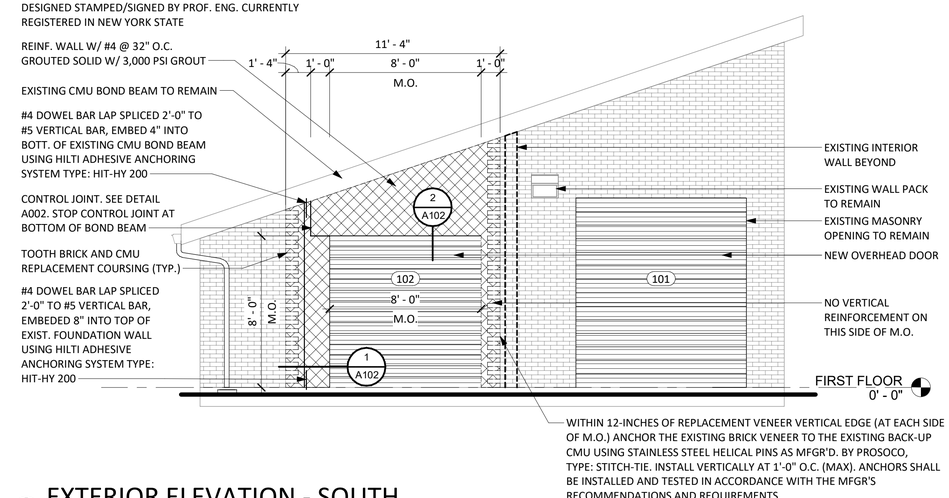
SCALE: 1/4" = 1'-0"



FIRST FLOOR NEW WORK PLAN

SCALE: 1/4" = 1'-0"

NOTE:
TEMPORARY SHORE EXISTING ROOF STRUCTURE/BOND BEAM COURSE. SUBMIT FOR REVIEW TEMP. SHORING AND DESIGNED STAMPED/SIGNED BY PROF. ENG. CURRENTLY REGISTERED IN NEW YORK STATE



1 EXTERIOR ELEVATION - SOUTH

1/4" = 1'-0"

DEMOLITION LEGEND

	INDICATES TYPICAL WALL DEMOLITION
	TYPICAL DEMOLITION ITEM

DEMO KEY NOTES

1.1 REMOVE EXISTING OVERHEAD DOOR AND HARDWARE IN THEIR ENTIRETY. PREPARE OPENING AS REQUIRED TO RECEIVE NEW OVERHEAD DOOR.

2.1 REMOVE EXISTING ACCESS HATCH.

3.1 REMOVE MASONRY WALL AS REQUIRED FOR NEW OVERHEAD DOOR. SALVAGE BRICK FOR WALL RECONSTRUCTION.

4.1 REMOVE MASONRY FOR 4'-0" X 8'-0" WALL OPENING

5.1 EXISTING TANK VENT PIPING TO BE MODIFIED BY OWNER TO MAKE WAY FOR NEW MASONRY OPENING.

6.1 EXISTING GUTTER TO BE MODIFIED BY OWNER.

GENERAL NOTES

1. CONTRACTOR TO REVIEW AND COORDINATE DEMOLITION OF ALL WORK WITH OWNER PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR(S) SHALL COORDINATE WITH OWNER WHICH ITEMS SHALL BE TURNED OVER TO THE OWNER PRIOR TO THE START OF WORK. THIS SHALL BE, BUT NOT LIMITED TO ITEMS LISTED ON THE CONTRACT DRAWINGS OR IDENTIFIED BY THE OWNER.
2. ALL QUESTIONS REGARDING DEMOLITION INFORMATION CONTAINED ON THIS DRAWING SHALL BE ADDRESSED TO THE ARCHITECT.
3. FIELD VERIFY EXISTING CONDITIONS, AND VERIFY WITH ARCHITECT ANY DISCREPANCIES OR CHANGES TO THE CONTRACT DOCUMENTS PRIOR TO COMMENCING DEMOLITION WORK.
4. PROTECT EXISTING BUILDING FINISHES THAT ARE TO REMAIN DURING CONSTRUCTION.
5. CONTRACTOR SHALL ACQUAINT THEMSELF WITH THE INTENT OF THE NEW CONSTRUCTION, AND PERFORM DEMOLITION THAT IS COMPATIBLE WITH THE PROPOSED SCOPE OF THE PROJECT AS A WHOLE.

NEW WORK LEGEND

	INDICATES NEW WORK

NEW WORK GENERAL NOTES

1. CONTRACTOR TO MAKE SITE VISITS AS NECESSARY TO FIELD VERIFY ALL EXISTING CONDITIONS AND COMPONENTS.
2. PATCH ALL HOLES, GOUGES, SCRATCHES, ETC. IN EXISTING SURFACES (THAT WILL BE PAINTED) AND WHERE DEMOLITION OCCURRED, TO PREPARE FOR FINISHING.
3. NEW OVERHEAD COILING DOORS TO BE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR. PROVIDE WEATHER PROTECTED ENCLOSURE DURING CONSTRUCTION.
4. ELECTRICAL WORK BY OWNER.

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REVISIONS

TOWN OF ROTTERDAM
WATER DISTRICT NUMBER 5 GENERATOR BUILDING MODIFICATIONS
CONTRACT DOCUMENT NO. 1 - GENERAL CONSTRUCTION

DEMOLITION AND NEW WORK PLAN

SCHENECTADY, NEW YORK 12306
TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205
NYS CERTIFICATE # 0018246, 020588, 019903, 019905, 020336

REGISTERED ARCHITECT
TIMOTHY R. BIVENS
NO. 031103
STATE OF NEW YORK

NYS EXP.: 4/30/2026

Date 12/22/23

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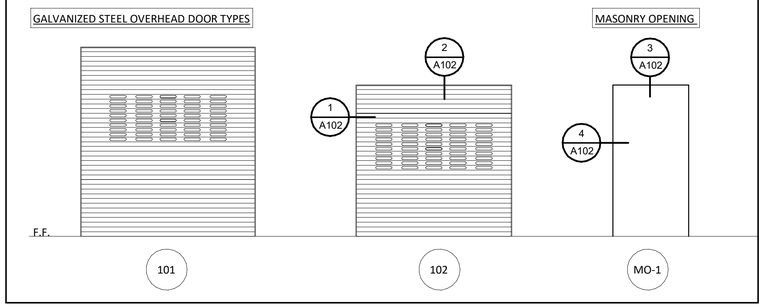
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Project Number 904.061.001

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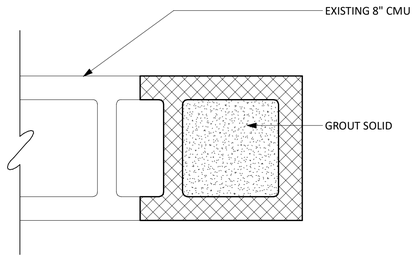
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OVERHEAD DOOR TYPES AND OPENINGS



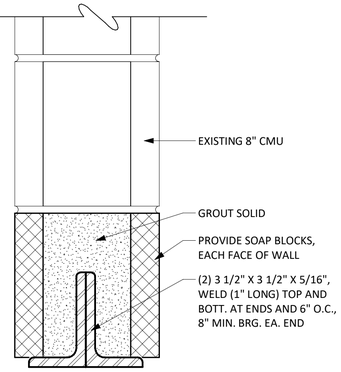
DOOR SCHEDULE

SPACE		SIZE		DOOR		FRAME					
						DETAILS					
DOOR NUMBER	DESCRIPTION	WIDTH	HEIGHT	GLASS	DOOR FINISH	JAMB	HEAD	FRAME FINISH	FIRE RATING	REMARKS	DOOR NUMBER
101	GENERATOR ROOM	9' - 0"	10' - 0"	TEMP.	GALVANIZED STEEL	EXISTING	EXISTING	MF		PROVIDED BY OWNER, INSTALLED BY CONTRACTOR, ELECTRICAL BY OWNER	101
102	TANK AND UTILITY ROOM	8' - 0"	8' - 0"	TEMP.	GALVANIZED STEEL	4/601	3/601	MF		PROVIDED BY OWNER, INSTALLED BY CONTRACTOR, ELECTRICAL BY OWNER	102



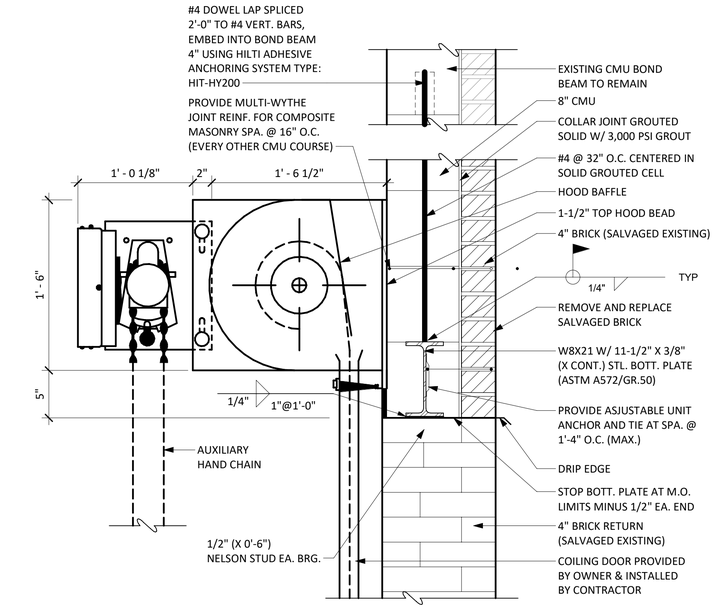
4 48" MASONRY OPENING (M.O.) JAMB DETAIL

3" = 1'-0"



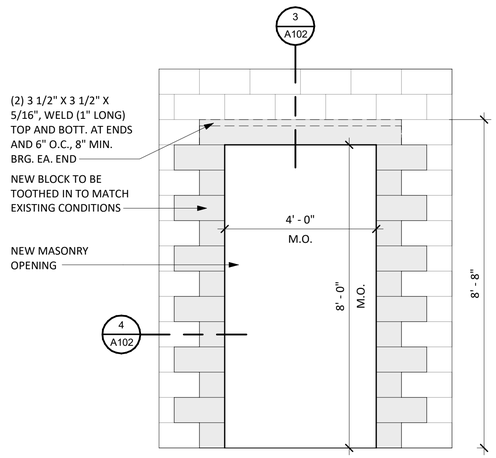
3 48" MASONRY OPENING (M.O) HEAD DETAIL

3" = 1'-0"



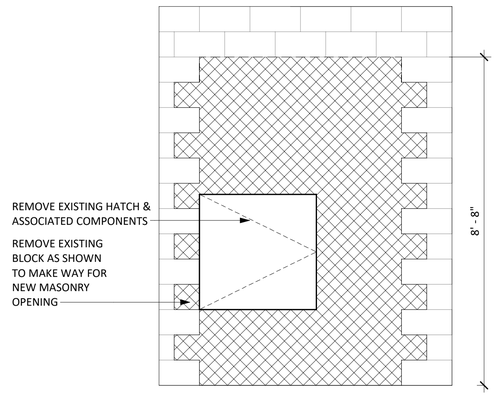
2 NEW OVERHEAD DOOR HEAD DETAIL - 102

1 1/2" = 1'-0"



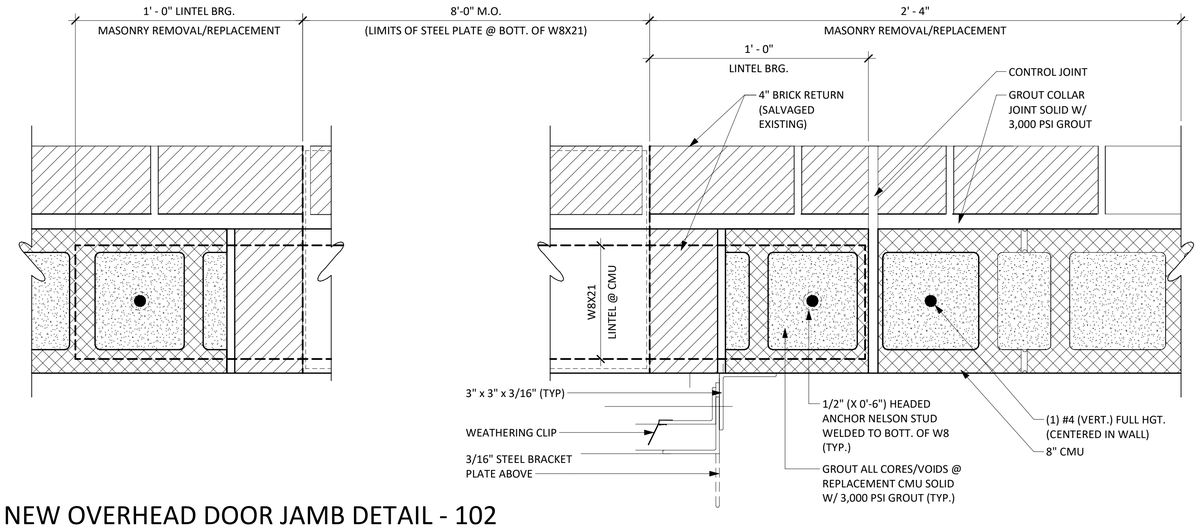
6 INTERIOR ELEVATION - NEW 48" OPENING

1/2" = 1'-0"



5 INTERIOR ELEVATION - DEMOLITION 48" OPENING

1/2" = 1'-0"



1 NEW OVERHEAD DOOR JAMB DETAIL - 102

3" = 1'-0"

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REVISIONS

TOWN OF ROTTERDAM
WATER DISTRICT NUMBER 5 GENERATOR BUILDING MODIFICATIONS
CONTRACT DOCUMENT NO. 1 - GENERAL CONSTRUCTION

DOOR SCHEDULE AND DETAILS

SCHENECTADY, NEW YORK 12306

TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205
NYS CERTIFICATE # 0018246, 020588, 019903, 019905, 020336

REGISTERED ARCHITECT TIMOTHY R. BIVEN NO. 031103 STATE OF NEW YORK

NYS EXP.: 4/30/2026

Date: 12/22/23

Scale: AS SHOWN

Sheet Number: A102

Project Number: 904.061.001

Plotted: 12/22/2023 2:58:25 PM
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Checked by JDC Drawn by MLD Designed by JDC In Charge of TRB

RESOLUTION NO. 65.24

CALL FOR BIDS ON THE SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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 Sartoli Ave & Kings Road Drainage Improvements and Roadway Reconstruction.

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 February 9, 2024, at 2:00 P.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:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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
2:00 P.M., FEBRUARY 9, 2024

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

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 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 29, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Town Board to obtain sealed construction bids for the Sartoli Avenue and Kings Road Drainage Improvements project.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town hired Greenman-Pedersen, Inc. (GPI) to perform a drainage study of the existing stormwater collection and discharge system in the area. The study included the watershed area associated with Peter Road, Casilla Road, Bill Road, Fred Road, Davendorf Road, Sherwood Road, Community Road, Highbridge Road and Kings Road and Sartoli Avenue. The study determined that the stormwater collection system ultimately discharges along Sartoli Avenue and into an adjacent drainage channel located by the railroad tracks and in the nature preserve area. The study concluded that a large elliptical pipe should be installed to outlet the stormwater to a paper street (Martinalla Drive) and a separate drainage system should be provided on Sartoli Avenue. As part of the project, the Town wanted to include a new water system for Sartoli Avenue since the existing homes have individual wells. The Town received a grant through the state in the amount of $125,000 for the new water system.

Evaluation/Analysis: Once bids are received, the Town can evaluate if the construction cost is reasonable to move the project forward. The engineer's estimate for construction is $1,443,130.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for the project.

Attachment/Document(s): Final Plans, Construction Bid Documents and Engineer's Estimate.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

PROJECT MANUAL

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

TOWN OF ROTTERDAM, NY

JANUARY 2024

Prepared For:

TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NEW YORK 12306

Prepared By:

GREENMAN-PEDERSEN, INC
80 WOLF ROAD, SUITE 600
ALBANY, NEW YORK 12205

SUBMITTED IN ACCORDANCE WITH THE NYS HIGHWAY LAW AND THE NYSDOT STANDARD SPECIFICATIONS OFFICIALLY FINALIZED AND ADOPTED ON JANUARY 1, 2024 AS POSTED ON THE NYSDOT WEBSITE AND INCLUDING ALL REVISIONS AND ADDENDA ISSUED BY NYSDOT PRIOR TO THE DATE THE NOTICE TO BIDDERS IS ADVERTISED

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ADVERTISMENT FOR BIDS

SARTOLI AVE & KINGS ROAD
DRAINAGE IMPROVEMENTS AND
ROADWAY RECONSTRUCTION PROJECT
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Sartoli Ave & Kings Road Drainage Improvements, and Roadway Reconstruction, Town of Rotterdam, Schenectady County, New York, project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 2.00 PM local time on Friday, February 9, 2024. Bids will be opened by the Town and read aloud to the public at 2:30 PM on the same day. A summary of bid results will be made public.

Bids will be received for the following Contract:

Contract No. 1 – General Construction: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to a new drainage collection system along Kings Road from Highbridge Road to Peter Road with associated catch basins and piping and out letting to Martinalla Avenue (paper Street) to a detention basin; pavement restoration along Kings Road; new drainage and water line systems and reconstruction of Sartoli Avenue, as shown on the Contract Drawings and Specifications.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. The bidder, by signing their proposal, certifies that they are fully aware of State Laws requiring non-collusive bidding. No separate forms will be required, but the actual signing of the proposal includes such a statement and is included in the proposal. The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. Contract will be awarded based upon the lowest responsible and qualified bid. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

There will be no formal Pre-Bid Meeting held, but any Bidder that would like to visit the site shall contact the Town Supervisor's office at (518) 355-7575 extension 393 to arrange a site visit. Town representatives will not answer questions relative to the project.

Construction activities shall be substantially completed by October 31st, 2024. The total

active inspection duration for this project shall not exceed 90 calendar days. The Contractor will be charged with Liquidated Damages and Engineering/Inspection Charges if project is not substantially completed in the above time period as stated under Article 3 in the Agreement.

Funding for this project is broken into two financial shares as noted in the bid sheets. All work related to the construction of the water line on Sartori Avenue shall be included in Share 1. All other work related to the project shall be included in Share 2.

Contractor shall comply with all State contract provisions related to the State and Municipal (SAM) grant on the water line work on Sartoli Ave.

There is NO Minority-owned business or woman-owned business utilization Goal for this project. However, Contractors are encouraged to utilize minority and women owned businesses to provide labor, materials and equipment needed to complete this project. This is a public works project and prevailing wages as determined by the New York State Department of Labor must be paid to all workers on the project.

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

The Town of Rotterdam expressly reserves the right to waive any informality in or to accept any bid, or to reject any and all bids, or to award on any or all items, as the interest of the Town of Rotterdam may appear to require. All bids are subject to final review and approval by the Town of Rotterdam Department of Public Works and the Town Board before any award of contract may be made. Receipt of bids by the Town shall not be construed as authority to bind the Town.

Owner's Contact
Fred Mastroianni, PE
Town of Rotterdam
Phone: 518-355-7575 ext.354
Email: fmastroianni@rotterdamny.org

Engineer's Contact
Ryan Trunko, PE
Project Manager
Greenman-Pedersen, Inc
80 Wolf Road, Suite 600
Albany, NY 12205
Phone: (518) 898-9551
Email: rtrunko@gpinet.com

No questions or inquiries regarding this bid will be accepted after 4:00 pm on February 2, 2024.

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

a) Project Title: Sartoli Avenue & Kings Road Drainage Improvements, Roadway Reconstruction and New water System

b) Owner: Town of Rotterdam

c) Engineer: Greenman-Pedersen, Inc.

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1. Defined Terms

1.1. Certain additional terms used in theses Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- Bidder – one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.
- Issuing Office – the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.
- Successful Bidder – the lowest responsible, responsive bidder to whom owner (on the basis of owners evaluation as hereinafter provided) makes an award.
- Agreement – The written contract between OWNER and CONTRACTOR covering the Work to be performed.
- Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- Bidding Documents – The advertisement or invitation to Bid, instructions to bidders, the Bid from, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)
- Contract Times – The number of days to the dates stated in the Agreement; to achieve substantial completion and to complete the Work so that it is ready for final payment as evidence by ENGINEER's written recommendation of final payment.
- CONTRACTOR – The person, firm or corporation with whom Owner has entered into the Agreement.
- Drawings – The drawings which show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.
- Engineer – The person, firm or corporation named as such in the Agreement.
- Notice of Award – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions present therein, within the time specified, OWNER will sign and deliver the Agreement.
- OWNER – The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- Underground Facilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or material: electricity, gases, steam, liquid petroleum products, telephone, cable television, or other communications, sewage and drainage removal, traffic or other control systems or water.
- Substantial completion - When the public (including vehicles and pedestrians) has full and unrestricted use and benefit of the facility both from an operational and safety standpoint.

2. Copies of Bidding Documents

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office. Copies of the bidding documents obtained from a source other than the issuing office are not considered official copies. The OWNER cannot guarantee the accuracy of any information not obtained from the issuing office.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Document.

3. Bidders Qualifications

All Bidders, including foreign and domestic corporations must be qualified and/or licensed to do business within the state where the project is located. The Owner reserves the right to make any investigation deemed necessary to determine bidder qualifications and responsibility. Bidder shall furnish to the Owner, upon request, all data pertinent thereto.

4. Examination of Contract Documents and Site

4.1. It is the responsibility of each bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the bidding documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work;

4.1.3. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work;

4.1.4. To study and carefully correlate Bidders knowledge and observations with the Contract Documents and such other related data;

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Information and data or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.

4.3. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.4. On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6. Interpretation and Addenda

6.1. All questions about the meaning or intent of the Bidding documents are to be directed to Engineer through the Purchasing Agent. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Purchasing Agent as having received the Bidding documents. Questions received less than ten days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding documents as deemed advisable by OWNER and ENGINEER.

7. Bid Security

7.1. Each Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent (5%) of Bidders maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.

7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-fifth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which

are not competitive will be returned within seven days after the bid opening.

8. Contract Times

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment.

9. Liquidated Damages

Provisions for Liquidated Damages, if any, are set forth in the Agreement.

10. Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

11. Subcontractors, Suppliers and Others

11.1. The identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days of Notice of Award submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required.

An OWNER or ENGINEER who after due investigation reasonably believes that a Subcontractor, Supplier or other person or organization is suspended, debarred or has otherwise been declared ineligible to perform this contract, may request that a Successful Bidder submit an acceptable substitute Subcontractor, Supplier, person or organization.

If apparent Successful Bidder declines to make any such substitution, the OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, other persons and organizations.

11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

11.3. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom the CONTRACTOR has a reasonable objection.

12. Bid Form

12.1. The Bid Form and the Bid Summary Form (where applicable) are included with the Bidding documents; additional copies may be obtained from Engineer (or issuing office).

12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

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

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

12.5. All names must be typed or printed in black ink below the signature.

12.6. The Bid shall contain acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form.

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. All documents set forth in the Bidders Checklist must be submitted with bid.

12.9. 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.

13. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Notice to Bidders and shall be enclosed in a sealed envelope, marked with the project title and name an address of Bidder and accompanied by the Bid security and other required documents (see bidders checklist). If the Bid is sent through the mail or other delivery system, the sealed envelope shall be

enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

14. Modification and Withdrawal of Bids

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

14.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the OWNER and ENGINEER prior to the awarding of the contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid; and (5) it is possible to place the OWNER in status quo ante.

15. Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of the Bids.

16. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. Award of Contract

17.1. To the fullest extent permitted by law OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract times with the Successful Bidder.

17.2. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.3. In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, lump sum price and other data, as may be requested in the Bid form or prior to Notice of Award.

17.4. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.

17.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to OWNERS satisfaction within the prescribed time.

17.6. If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the project.

17.7. If the contract is to be awarded, OWNER will give successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

18. Contract Security

When successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bond.

19. Signing of Agreement

When OWNER gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreements to OWNER with the required bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

20. Prebid Conference

****There is no Prebid Conference planned for this contract****

21. Lobbying Activities on Federal Aid Contracts

Not Applicable, No Federal funding

22. Sales and Use Taxes

OWNER is exempt from New York State Sales and Use Tax on materials and equipment to be incorporated into work. Said taxes should not be included in Contract Price.

23. Non-Collusive Bidding Procedures

Each Bidder is required to comply with the requirement regarding non-collusive bidding procedures and shall submit the appropriate Non-Collusive Bidding Certification and Non-Collusive Bidding Certification Bidder Information with the Bid. Knowledge of bid collusions or other questionable contract related practices shall be reported per the instructions contained in Reporting Violations of the Non-Collusive Bidding Procedures, Misconduct, or other Prohibited Contract Activities.

24. Disadvantaged Business Enterprise Utilization Goals

Not Applicable, No DBE goals

25. Equal Employment Opportunity Participation Goals

Not Applicable, No EEO goals

26. Schedule for Bid and Award of Contract

A schedule of the major events required for the Bid and Award is shown below:

Notice of Award	No later than 45 days following Bid Opening
Signed Documents returned by Contractor	No later than 15 days following Notice of Award
Signed Documents returned by the Owner with Notice to Proceed	No later than 10 days following Signed Documents returned by Contractor
Submittal of Bonds and Insurance	No later than 15 days following Notice of Award

27. Prevailing Wages

This is a public works project and prevailing wages as determined by the New York State Department of Labor must be paid.

28. Federal Aid Contract

Not Applicable, No Federal funding

29. State Funding

Bidder is required to comply with the requirements of the State and Municipal (SAM) grant for the water line work on Sartoli Avenue. . All work related to the construction of the water line on Sartori Avenue shall be included in Share 1 of the Bid Sheet and invoiced separately.

30. Delegation of Authority

Where reference is made to New York State, Commissioner of Transportation, State Department of Transportation Officials and Employees, etc., either in these specifications or the NYSDOT *Standard Specification, Construction and Materials* it shall mean the appropriate Town, Bureau or Official.

The Town or its authorized representative shall make all final interpretations of any questions or irregularities arising out of these specifications and the NYSDOT *Standard Specification, Construction and Materials* used on this project.

Under subsequent sections of this document the term "OWNER" shall mean the Town and being the governmental unit whose name is given on the Contract Document cover.

SIAB-1

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following information is available at the Office of the Owner and Engineer, as identified in the advertisement for bids, for inspection and review prior to the letting date. It is mutually understood that this data is independent information the Engineer and/or Owner has assembled and the bidder shall assume the risk of its accuracy and that the information is not prepared or used as part of the contract plans and that Article 7 of the Agreement will apply. This information is not to be considered as a substitution or revision of that section of the standard specifications defining specifications and contract agreements.

By his/her signature on this proposal the bidder certifies that he/she has made himself aware of this availability, for his/her inspection and review prior to the letting date, of the information indicated below:

Available	Not Available	Information
	X	Utility Estimate Sheets with Names of Utility Officials
	X	Right of Way Plan
X		Earthwork Cross Sections
	X	Earthwork Sheets
X		Drainage Estimate Sheets
	X	Sign Face Layouts
	X	Logs of Subsurface Exploration
	X	Tabulated Results of Probing
	X	Tabulated Depth to Bed Rock
	X	Logs Showing Laboratory Description of Soil Samples
	X	Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Granular Material Sources Report
X		Record Plans
	X	SPDES Report/SWPPP
X		Special Reports or Other Information (Identified Below) • Kings Road Bridge Replacement from Schenectady County

If you choose not to bid on this project, please consider returning this form to the following address:

Diane Marco, Town Clerk
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

NON-BIDDERS RESPONSE

VENDOR NAME:	

For purposes of striving to improve our bidding process, as well as to facilitate your firm's response to our future invitations to bid, we are interested in ascertaining reasons why you chose not to bid on this particular project. In this regard, please provide a short explanation/reason for your choice not to bid in the space provided below:

BIDDER'S CHECKLIST

In order to submit a complete bid, Bidders must submit the following documents:

____ Bid Form (BF-1 to BF-4)

____ Certified Copy of Resolution of Board of Directors (For Corporations) (BF-5)

____ Bid Summary Form(s) (BS-1 to BS-9)

____ Bid Bond or Certified Bank Check (BB-1 to BB-2)

____ Affidavit of Worker's Compensation (WC-1)

____ Certification of Compliance Iran Divestment Act (ID-1)

____ Non-Collusion Bidding Certification

____ Russia Divestment of Public Funds

____ Non-Discrimination and Harassment in the Workplace

____ Proof of Ability to do Work in NYS or Covenant to Obtain
(obtained from NY Dept of State)

____ NYS Uniform Contracting Questionnaire with attachments (CCA-2)

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID FORM

PROJECT IDENTIFICATION: Sartoli Ave & Kings Road Drainage Improvements, and Roadway Reconstruction, Town of Rotterdam, Schenectady County, New York

THIS BID IS SUBMITTED TO: Diane Marco, Town Clerk
Town of Rotterdam Town Hall
1100 Sunrise Blvd.
Rotterdam, New York 12306

1. The undersigned 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 furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents

2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award

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

   a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

      _____
      _____
      _____
      _____
      _____

   b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

   c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

   d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents

e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents

f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

g. 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.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID SHARE 1 – Sartoli Ave water line work to be reimbursed under the SAMS Grant.

_____ ($_____)
(use words) (figures)

TOTAL BID SHARE 2 – All other work related to the project

_____ ($_____)
(use words) (figures)

TOTAL BID – BOTH SHARES:

_____ ($_____)
(use words) (figures)

The basis of this award shall be based on the total sum of both shares.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially completed and ready for final payment before the dates or within the number of calendar days indicated in the Agreement.

   BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   a. All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

   Office of Public Works
   Town of Rotterdam
   1100 Sunrise Blvd.
   Rotterdam, New York 12306
   Attn: Mollie Collins, Supervisor

8. Terms used in this Bid will have the meanings indicated in the Instructions.

SUBMITTED on _____ 2023.

CONTRACTOR _____
(Signature of Authorized Representative)

_____
(Print Name)

_____
(Title)

BIDDER INFORMATION SHEET

NAME OF BIDDER: *_____

ADDRESS: _____

PHONE NUMBER: _____

TYPE OF ENTITY: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL _____

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: _____

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

_____

_____

LIST OF OFFICERS: _____

_____

LIST OF DIRECTORS: _____

_____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP:

PARTNERS: _____

_____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

_____
(NAME OF CORPORATION)

"Resolved that_____, _____
(Person Authorized to Sign) (Title)

of_____authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

_____

and to include in such bid the certificate as to non collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

_____
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the _____day of _____20____

By_____

Title_____

(SEAL)

The above form must be completed if the Bidder is a corporation

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
1	201.06	1	CLEARING AND GRUBBING LUMP SUM				
2	203.02	1350	UNCLASSIFIED EXCAVATION AND DISPOSAL PER CUBIC YARD				
3	203.07	400	SELECT GRANULAR FILL (SHARE 1) PER CUBIC YARD				
4	203.07	2900	SELECT GRANULAR FILL (SHARE 2) PER CUBIC YARD				
5	204.04	25	LIGHTWEIGHT CONCRETE FILL (TYPE B) PER CUBIC YARD				
6	206.0201	420	TRENCH AND CULVERT EXCAVATION (SHARE 1) PER CUBIC YARD				

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
7	206.0201	3780	TRENCH AND CULVERT EXCAVATION (SHARE 2) PER CUBIC YARD				
8	206.05	10	TEST PIT EXCAVATION PER EACH				
9	209.1003	1730	SEED AND MULCH - TEMPORARY PER SQUARE YARD				
10	209.1703	170	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED-TEMPORARY PER LINEAR FOOT				
11	209.1901	25	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE A, INTERMEDIATE PER SQUARE YARD				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
12	209.20080009	1500	BIODEGRADEABLE BIOFIBER ROLLS 8 INCHES PER LINEAR FOOT				
13	304.12	839	SUBBASE COURSE, TYPE 2 (SHARE 1) PER CUBIC YARD				
14	304.12	3	SUBBASE COURSE, TYPE 2 (SHARE 2) PER CUBIC YARD				
15	404.128201	6	12.5 F2 Top Course Asphalt, 80 Series Compaction (SHARE 1) PER TON				
16	404.128201	212	12.5 F2 Top Course Asphalt, 80 Series Compaction (SHARE 2) PER TON				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
17	404.198901	6	19 F9 Binder Course Asphalt, 80 Series Compaction (SHARE 1) PER TON				
18	404.198901	244	19 F9 Binder Course Asphalt, 80 Series Compaction (SHARE 2) PER TON				
19	404.378901	6	37.5 F9 Base Course Asphalt, 80 Series Compaction (SHARE 1) PER TON				
20	404.378901	494	37.5 F9 Base Course Asphalt, 80 Series Compaction (SHARE 2) PER TON				
21	407.0102	20	DILUTED TACK COAT (SHARE 1) PER GALLON				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
22	407.0102	175	DILUTED TACK COAT (SHARE 2) PER GALLON				
23	418.7603	2500	ASPHALT PAVEMENT JOINT ADHESIVE PER LINEAR FOOT				
24	490.30	1200	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE PER LINEAR FOOT				
25	552.17	12876	SHIELDS AND SHORING PER SQUARE FOOT				
26	555.10000006	60	ABANDON EXISTING CULVERT PER CUBIC YARD				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
27	603.171912	1	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 42 INCH DIAMETER, 12 GAUGE PER EACH				
28	603.172012	1	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 48 INCH DIAMETER, 12 GAUGE PER EACH				
29	603.6001	30	REINFORCED CONCRETE PIPE CLASS III, 12 INCH DIAMETER PER LINEAR FOOT				
30	603.6002	400	REINFORCED CONCRETE PIPE CLASS III, 15 INCH DIAMETER PER LINEAR FOOT				
31	603.6003	78	REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER PER LINEAR FOOT				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
32	603.6604	251	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HEII 24" RISE, 38" SPAN PER LINEAR FOOT				
33	603.6607	155	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HEII 32" RISE, 49" SPAN PER LINEAR FOOT				
34	603.7303	1	REINFORCED CONCRETE PIPE END SECTIONS 18 INCHDIAMETER PER LINEAR FOOT				
35	603.9815	233	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER PER LINEAR FOOT				
36	603.9836	730	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 36 INCH DIAMETER PER LINEAR FOOT				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
37	603.9842	869	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 42 INCH DIAMETER PER LINEAR FOOT				
38	604.070101	6	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES PER EACH				
39	604.07260011	3	CONNECTION TO EXISTING DRAINAGE FACILITIES PER EACH				
40	604.13000011	4	ABANDONING DRAINAGE STRUCTURES PER EACH				
41	604.300611	29.5	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR #11 WELDED FRAME PER LINEAR FOOT				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
42	604.300632	7.1	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR ROUND MANHOLEFRAME PER LINEAR FOOT				
43	604.300711	7.5	RECTANGULAR DRAINAGE STRUCTURE TYPE G FOR #11 WELDED FRAME PER LINEAR FOOT				
44	604.320711	26.8	RECTANGULAR DRAINAGE STRUCTURE TYPE G FOR #11 WELDED FRAMEIN CONCRETE CAP PER LINEAR FOOT				
45	604.320811	13.2	RECTANGULAR DRAINAGE STRUCTURE TYPE H FOR #11 WELDED FRAMEIN CONCRETE CAP PER LINEAR FOOT				
46	604.321111	54.2	RECTANGULAR DRAINAGE STRUCTURE TYPE K FOR #11 WELDED FRAMEIN CONCRETE CAP PER LINEAR FOOT				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
47	607.96000008	1000	REMOVE AND DISPOSE OF EXISTING FENCE PER LINEAR FOOT				
48	608.0101	3.5	CONCRETE SIDEWALKS AND DRIVEWAYS PER CUBIC YARD				
49	608.020102	28	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS PER TON				
50	608.13000008	545	FURNISH AND INSTALL GRASS PAVERS PER SQUARE YARD				
51	610.1402	190	TOPSOIL - ROADSIDE PER CUBIC YARD				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
52	610.1601	1730	TURF ESTABLISHMENT - ROADSIDE PER SQUARE YARD				
53	619.01	1	BASIC WORK ZONE TRAFFIC CONTROL PER LUMP SUM				
54	619.27	10	MAILBOXES PER EACH				
55	620.03	330	STONE FILLING (LIGHT) PER CUBIC YARD				
56	620.0801	250	BEDDING MATERIAL (TYPE 1) PER CUBIC YARD				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
57	625.01	1	SURVEY OPERATIONS PER LUMP SUM				
58	627.50140008	1850	CUTTING PAVEMENT (SHARE 1) PER LINEAR FOOT				
59	627.50140008	1850	CUTTING PAVEMENT (SHARE 2) PER LINEAR FOOT				
60	637.11	4	ENGINEER'S FIELD OFFICE - TYPE 1 PER MONTH				
61	637.34	1	OFFICE TECHNOLOGY AND SUPPLIES PER LUMP SUM				
62	640.2	21	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS PER LINEAR FOOT				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
63	640.21	876	YLLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS PER LINEAR FOOT				
64	655.1111	22	WELDED FRAME AND RETICULINE GRATE 11 PER EACH				
65	655.1202	1	MANHOLE FRAME AND COVER PER LINEAR FOOT				
			ALTERNATE: ITEM # 663.0106 DUCTILE IRON CEMENT LINED WATER PIPE, 6" PER EACH				
66	663.0406	575	PLASTIC WATER PIPE, 6" (SHARE 1) PER LINEAR FOOT				
67	663.0604	500	COPPER SERVICE PIPE, 1" NPS (SHARE 1) PER LINEAR FOOT				
68	663.1301	3	HYDRANT (SHARE 1) PER EACH				

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
69	663.160806	2	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, 8" X 6" (SHARE 1) PER EACH				

CARRY FORWARD _____

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	1	MOBILIZATION **MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.** FOR …… ……LUMP SUM				
TOTAL OR GROSS SUM (SHARE 1) WRITTEN IN WORDS: _____			$_____			
TOTAL OR GROSS SUM (SHARE 2) WRITTEN IN WORDS: _____			$_____			
TOTAL OR GROSS SUM (BOTH SHARES) WRITTEN IN WORDS: _____			$_____			

The basis of this award shall be based on the total sum of both shares.

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ $ _____

(Words) (Figures)

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

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

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

---

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

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

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

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

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AFFIDAVIT OF WORKERS COMPENSATION

State of_____

SS:

County of_____

_____

of_____

being duly sworn, deposes and says that he now carries or that he has applied for a Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed:_____

Subscribed and sworn to before me

this_____day of_____, 20_____

_____

Notary Public

CERTIFICATION OF COMPLAINCE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Municipality receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Municipality will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Municipality shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The Municipality reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I_____ , being duly sworn, deposes and says that he/she is the

_____ of _____ and neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____

Signed

SWORN to before me this

_____ day of _____

20___

Notary Public: _____

ID-1

AUTHORIZATION DIRECTING STATE AGENCIES AND AUTHORITIES TO DIVEST PUBLIC FUNDS SUPPORTING RUSSIA

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 Executive Order of the State of New York, to divest their money and assets from any investment, to terminate any contract with an institution or company, that is determined to be a Russian or supporting entity and to refrain from entering new contracts or making any investments in such entities in the future,

B. A bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the forgoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Finance Department to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, may award a bid, on a case by case business under the following circumstances:

1. The investment activities in Russia were made before February 27, 2022, the investment activities in Russia have not been expanded or renewed after February 27, 2022, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Russia and to refrain from engaging in any new investments in Russia; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its function and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

_____
Printed Name

_____
Signature

_____
Company Name

_____
Date

NON-COLLUSION BIDDING CERTIFICATION

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Name of Firm: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

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.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.

- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.

- For each "Yes" answer in Sections IV, V, VI, VII, VII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.

- A certified annual financial statement, including Accountant's Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.

- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.

- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.

- Submit completed questionnaires marked "CONFIDENTIAL" to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR, SUITE 1CM
ALBANY, NY 12232
(518) 457-1564

BUSINESS ENTITY INFORMATION			
Legal Business Name*		**EIN**	
Complete Address of the Principal Place of Business		**Phone Number**	**Fax Number**
E-mail	**Website**		
Authorized Contact for this Questionnaire			
Name		**Phone Number**	**Fax Number**
Title		**E-mail**	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)
SELECT				SELECT
SELECT				SELECT

I. BUSINESS CHARACTERISTICS		
1.0 Business Entity Type -		
a) ☐ Corporation (including P.C.)	**Date of Incorporation**	
b) ☐ Limited Liability Company (LLC or PLLC)	**Date Organized**	
c) ☐ Limited Liability Partnership	**Date of Registration**	
d) ☐ Limited Partnership	**Date Established**	
e) ☐ General Partnership	**Date Established**	**County (If formed in NYS)**
f) ☐ Sole Proprietor	**How many years in business?**	
g) ☐ Other	**Date Established**	
If Other, explain:		
1.1 Was the Business Entity formed in New York State?	**Yes ☐**	**No ☐**
If "No" indicate jurisdiction where the Business Entity was formed: **United States ☐ State** **Other ☐ Country**		

*****All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at: http://www.osc.state.ny.us/vendrep/documents/definitions.pdf.
Note: **These terms may not have their ordinary, common or traditional meanings.** Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. **By submitting this questionnaire, the vendor agrees to be bound by the terms as fefined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

I. BUSINESS CHARACTERISTICS	
1.2 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership*	☐ **Yes** ☐ **No** ☐ **Not Required**
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.3 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ **Yes** ☐ **No**
1.4 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ **Yes** ☐ **No** ☐ **N/A**
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ **Yes** ☐ **No**
If "Yes," check all that apply: ☐ **New York State certified Minority-Owned Business Enterprise (MBE)** ☐ **New York State certified Women-Owned Business Enterprise (WBE)** ☐ **New York State Small Business** ☐ **Federally certified Disadvantaged Business Enterprise (DBE)**	
1.6 Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. Joint Ventures: Provide information for all firms involved. *(Attach additional pages if necessary.)*	

Name	**Title**	**Percentage Ownership** *(Enter 0% if not applicable)*	**Employment Status with the Firm**
			☐ **Current** ☐ **Former**
			☐ **Current** ☐ **Former**
			☐ **Current** ☐ **Former**
			☐ **Current** ☐ **Former**

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS	
2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?	☐ **Yes** ☐ **No**

Firm/Company Name	**Firm/Company EIN** **(If Available)**	**Firm/Company's Primary Business Activity**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS			
Firm/Company Address			
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?			☐ **Yes** ☐ **No**
Individual's Name	**Position/Title with Firm/Company**		
2.1 Does the Business Entity have any construction-related affiliates not identified in the response to 2.0 above?			☐ **Yes** ☐ **No**
Affiliate Name	**Affiliate EIN (If available)**	**Affiliate's Primary Business Activity**	
Affiliate Address			
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm?			☐ **Yes** ☐ **No**
Individual's Name	**Position/Title with Firm/Company**		
2.2 Has the Business Entity participated in any construction Joint Ventures within the past three (3) years? ***Attach additional pages if necessary.***			☐ **Yes** ☐ **No**
Joint Venture Name	**Joint Venture EIN (If available)**	**Identify parties to the Joint Venture**	

III. CONTRACT HISTORY	
3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc. If less than ten, include most recent subcontracts on projects up to that number.	
3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc.	

IV. INTEGRITY – CONTRACT BIDDING **Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:**	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ **Yes** ☐ **No**
4.1 Been subject to a denial or revocation of a government prequalification?	☐ **Yes** ☐ **No**
4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ **Yes** ☐ **No**
4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ **Yes** ☐ **No**
4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ **Yes** ☐ **No**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IV. INTEGRITY – CONTRACT BIDDING **Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:**	
4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ **Yes** ☐ **No**
4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ **Yes** ☐ **No**
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?	☐ **Yes** ☐ **No**
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the Business Entity to enter into a formal monitoring agreement in connection with any government contract?	☐ **Yes** ☐ **No**
5.2 Had its surety called upon to complete any contract whether government or private sector?	☐ **Yes** ☐ **No**
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
6.0 Had a revocation or suspension of any business or professional permit and/or license?	☐ **Yes** ☐ **No**
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ **Yes** ☐ **No**
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VII. LEGAL PROCEEDINGS **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ **Yes** ☐ **No**
7.1 Been the subject of: **(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or** **(ii) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?**	☐ **Yes** ☐ **No** ☐ **Yes** ☐ **No**
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ **Yes** ☐ **No**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

VII. LEGAL PROCEEDINGS **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ **Yes** ☐ **No**
7.4 Had a New York State Labor Law violation deemed willful?	☐ **Yes** ☐ **No**
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ **Yes** ☐ **No**
7.6 Other than previously disclosed, been the subject of any citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:	
▪ **Federal, state or local health laws, rules or regulations;**	☐ **Yes** ☐ **No**
▪ **Federal, state or local environmental laws, rules or regulations;**	☐ **Yes** ☐ **No**
▪ **Unemployment insurance or workers compensation coverage or claim requirements;**	☐ **Yes** ☐ **No**
▪ **Any labor law or regulation, which was deemed willful;**	☐ **Yes** ☐ **No**
▪ **Employee Retirement Income Security Act (ERISA);**	☐ **Yes** ☐ **No**
▪ **Federal, state or local human rights laws;**	☐ **Yes** ☐ **No**
▪ **Federal, state or local security laws?**	☐ **Yes** ☐ **No**
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY **If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.** **Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:**	
8.0 A sanction imposed relative to any business or professional permit and/or license?	☐ **Yes** ☐ **No** ☐ **N/A**
8.1 A criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ **Yes** ☐ **No** ☐ **N/A**
8.2 Misdemeanor or felony charge, indictment or conviction for: **(i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or**	☐ **Yes** ☐ **No** ☐ **N/A**
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	☐ **Yes** ☐ **No** ☐ **N/A**
8.3 A debarment from any government contracting process?	☐ **Yes** ☐ **No** ☐ **N/A**
For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ **Yes** ☐ **No**
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000?	☐ **Yes** ☐ **No**
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments (not including UCC filings) over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	☐ **Yes** ☐ **No**
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ **Yes** ☐ **No**
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	

9.4 What is the Business Entity's Bonding Capacity?	
a. Single Project	**b. Aggregate (All Projects)**

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) **Gross Sales**	**2nd Year (Indicate year)** **Gross Sales**	**3rd Year (Indicate year)** **Gross Sales**
9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years: **(Estimated total value of uncompleted work on outstanding contracts)**		
1st Year (Indicate year) **Amount**	**2nd Year (Indicate year)** **Amount**	**3rd Year (Indicate year)** **Amount**
9.7 Attach Business Entity's annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls		

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). ***Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.***	☐ **Yes** ☐ **No**
Indicate the question number(s) and explain the basis for the claim.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.						
1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
2.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
3.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
4.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
5.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.						
6.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
7.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
8.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
9.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
10.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.						
1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
2.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
3.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
4.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.						
5.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
6.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
7.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
8.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.						
9.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**
10.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**
			Total Contract Amount	**Amount Sublet to Others**		**Uncompleted Amount**

Grand Total All Uncompleted Contracts	$0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:
As of Date:

ASSETS

Current Assets						
1.	Cash		$			
2.	Accounts receivable – less allowance for doubtful accounts	$				
	Retainers included in accounts receivable					
	Claims included in accounts receivable not yet approved or in litigation					
	Total accounts receivable		$	0.00		
3.	Notes receivable – due within one year		$			
4.	Inventory – materials		$			
5.	Contract costs in excess of billings on uncompleted contracts		$			
6.	Accrued income receivable					
	Interest					
	Other (list)					
	Total accrued income receivable		$	0.00		
7.	Deposits					
	Bid and plan					
	Other (list)					
	Total deposits		$	0.00		
8.	Prepaid expenses					
	Income Taxes					
	Insurance					
	Other (List)					
	Total prepaid expenses		$	0.00		
9.	Other current assets					
	(List)					
	Total other current assets		$	0.00		
10.	Total current assets				$	0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

11.	Investments				
	Listed securities present market value	$			
	Unlisted securities present value				
	Total investments		$	0.00	
12.	Fixed Assets				
	Land				
	Building and improvements				
	Leasehold improvements				
	Machinery and equipment				
	Automotive equipment				
	Office furniture and fixtures				
	Other (list)				
	Total		$	0.00	
	Less: accumulated depreciation		$		
	Total fixed assets net				$ 0.00
13.	Other Assets				
	Loans receivable	officers			
		employees			
		shareholders			
	Cash surrender value of officers' life insurance				
	Organization expense – net of amortization				
	Notes receivable – due after one year				
	Other (list)				
	Total Other Assets		$	0.00	
14.	TOTAL ASSETS				$ 0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

LIABILITIES

	Current Liabilities				
15.	Accounts payable			$	
16.	Loans from shareholders – due within one year				
17.	Notes payable – due within one year				
18.	Mortgage payable – due within one year				
19.	Other payables – due within one year				
	(List)		$		
	Total other payables – due within one year				0.00
20.	Billings in excess of costs and estimated earnings				
21.	Accrued expenses payable	Salaries and wages			
		Employees' benefits			
		Insurance			
		Other			
	Total accrued expenses payable				0.00
22.	Dividends payable				
23.	Income taxes payable	State			
		Federal			
		Other			
	Total income taxes payable				0.00
24.	Total Current Liabilities			$	0.00
25.	Deferred Income Taxes				
	Payable	State			
		Federal			
		Other			
	Total deferred income taxes			$	0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

26.	Long Term Liabilities				
	Loans from shareholders – due after one year				
	Notes payable – due after one year				
	Mortgage – due after one year				
	Other payables – due after one year				
	(List)				
	Total long term liabilities		$ 0.00		
27.	Other Liabilities				
	(List)				
	Total other liabilities		$ 0.00		
28.	TOTAL LIABILITIES			$	0.00
	NET WORTH				
29.	Net Worth (if proprietorship or partnership)		$		
30.	Stockholders' Equity				
	Common stock issued and outstanding	$			
	Preferred stock issued and outstanding				
	Retained earnings				
	Total		$ 0.00		
	Less: Treasury Stock				
31.	TOTAL STOCKHOLDERS EQUITY			$	0.00
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			$	0.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the ____day of _____ in the year 20__ by and between, **Town of Rotterdam, NY** (hereinafter called OWNER) and _____. (hereinafter called the CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of the reconstruction of Sartoli Ave with new a water distribution system and closed drainage system. The work also includes a new drainage collection system along Kings Road from Highbridge Road to Peters Road with associated catch basins, pavement restoration and outlet detention basin.

ARTICLE 2 – ENGINEER

The Project has been designed by Greenman-Pedersen, Inc who is hereinafter called ENGINEER and who is to act as OWNERS representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1. Construction activities shall be substantially completed by October 31st, 2024. The total active inspection duration for this project shall not exceed 90 calendar days. Substantially complete includes all drainage, water system and road work up to the binder course. The project shall be 100% within 30 calendar days from substantial completion date that includes completion of punch list items and pavement top course.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 "Schedule of Liquidated Damages". The Reference to the "Commissioner of Transportation" shall be read to mean OWNER.

In addition to the liquidated damages identified in Table 108-1, the CONTRACTOR shall pay OWNER $1,000 per calendar day for engineering/inspection expenses if work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below for completion of Work in accordance with the Contract Documents:

4.1. For lump sum items, payment will be based on the price bid and made in accordance with the specification. For all Unit Price items, the payment will be made based upon the bid unit price, for each separately identified unit price item, multiplied by the estimated quantity of that item as indicated in the Bid Summary Forms.

TOTAL OF BID SHARE 1 PRICE _____ ($ _____) dollars
(Use words) *(figures)*

TOTAL OF BID SHARE 2 PRICE _____ ($ _____) dollars
(Use words) *(figures)*

TOTAL OF ALL UNIT PRICES _____ ($ _____) dollars
(Use words) *(figures)*

4.2. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

ARTICLE 5 – PAYMENTS

5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the number of units completed.

5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as determined by the Engineer. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or $1,000, whichever is the lesser. Semi-monthly payments will NOT be rendered. The Contractor shall not hold any retainage from any Subcontractor.

5.1.2. When in the opinion of the Engineer, a Contractor has fully performed the work under the contract, the Engineer shall recommend to the Owner the acceptance of work so completed. If the Owner accepts the recommendation of the Engineer, he/she shall thereupon by letter notify the Contractor, with copies to the other interested parties, of such acceptance. Prior to the final acceptance of the work by the Owner, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

5.2. The final payment shall be made upon final completion and acceptance of the work by the Owner and as recommended by the Engineer.

ARTICLE 6 - INTEREST

This article does not apply under the contract.

ARTICLE 7 - CONTRACTOR REPRESENTATIONS.

In order to induce the OWNER to enter into this Agreement the CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and will comply with all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to the CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Work consist of the following:

8.1. This Agreement

8.2. Performance, Payment and other Bonds

8.3. Notice to Proceed

8.4. All technical specification as set forth in the Table of Contents

8.5. Drawings bearing the following general title:
Sartoli Ave & Kings Road Drainage Improvements, and Roadway Reconstruction
Are included as part of the contract documents.

8.6. Addenda numbers _____ to _____, inclusive

8.7. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist

8.8. Documentation submitted by CONTRACTOR prior to Notice of Award

8.9. Appendix A – Additional Provisions

8.10. State Prevailing Wage Schedules, as applicable

8.11. All other documents set forth in this project manual except Supplemental Information Available to Bidders

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents.

ARTICLE 9 - MISCELLANEOUS.

9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.2. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

9.3. The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and unenforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on _____ 20____ (which is the Effective Date of the Agreement).

OWNER_____

_____

By:_____

[COPORATE SEAL]

Attest:_____
Address for giving notices

_____

_____

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement

CONTRACTOR_____

_____

By:_____

[CORPORATE SEAL]

Attest:_____
Address for giving notices

_____

_____

License No._____

Agent for services of process:_____

_____

_____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

ACKNOWLEDGMENT OF Town

(a)

(b) *State of New York} ss*

(c) *County of Schenectady} ss*

On this .....…….……...day of ……......., 20..…. before me, the undersigned, a Notary Public in and for said State, personally appeared _____, as Supervisor of the Town of Rotterdam, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and that said _____ duly acknowledged to me that he executed the same pursuant to the power and authority vested in them by the Common Council, and that by their signature on the instrument he/she executed the instrument pursuant to the authority vested in them.

.....……..
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR

State of .....… }ss
County of .....…}ss

On this .....…….day of ....., 20....., before me, the undersigned, a Notary Public in and for said State personally came and appeared ……....., personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that he / she resides at …… .....…… and that he/ she is the

…… of ……..……
……...
the corporation described in and which executed the foregoing instrument; that he / she knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

.....……..
Notary Public

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address)

CONSTRUCTION CONTRACT

Date: _____ Amount: _____

Description (Name and Location):

BOND

Date (not earlier than Construction Contract Date): _____ Amount: _____

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL		SURETY	
Company	(Corp Seal)	Company	(Corp Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

CONTRACTOR AS PRINCIPAL		SURETY	
Company	(Corp Seal)	Company	(Corp Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28B (1984 Edition)
Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any , under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1)on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions.

15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date: Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Construction Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title: (Attach Power of Attorney)	

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28-B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract.

To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of he Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.

SPECIAL NOTE

NYSDOL STATE PREVAILING WAGE RATES

The contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL website at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page and entering the Prevailing Rate Case No. (PRC#). The PRC# is **2023014210**. The wage rate schedule for this project can be found at the following link: https://applications.labor.ny.gov/wpp/showFindProject.do?method=showIt

INCORPORATION OF NYSDOT STANDARD SPECIFICATIONS

NYSDOT STANDARD SPECIFICATIONS

- Except as modified herein, the current Edition of the Standard Specifications, Construction and Materials (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Notice to Bidders is advertised, hereinafter referred to as the NYSDOT Standard Specifications, shall govern the work to be done where referred to on the plans and in these specifications. If a conflict exists between the NYSDOT Standard Specifications and these Contract Documents, the NYSDOT Standard Specification shall govern.

BASIC MODIFICATIONS

- Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents pertaining to this contract.

- Unless otherwise described in the Contract Documents, neither the State of New York nor the NYSDOT are parties to this agreement.

- Where the Deputy Chief Engineer (DCE) for any department is mentioned as an approving authority, the approving authority shall be changed to the "Engineer of Record" defined as the Engineer that has signed and sealed construction plans and specifications.

- In the **Materials** subheadings of the Technical Specifications of the contract documents and the latest edition of the NYSDOT Standard Specifications, the following shall apply:

  - Any references to materials testing by the Department or its representative shall be interpreted to mean by the Contractor, the Owner or its representative. This interpretation also applies to any testing or sampling to be obtained in the presence of a Department representative.

- Any reference to NYSDOT Standard Specifications is limited in scope to technical engineering and construction work, materials, details, procedures, etc. All references to the State or the NYSDOT or administrative officers or employees thereof are null and void with respect to legal or contractual responsibilities.

Post Award Forms

CHANGE ORDER NO. _____

PROJECT: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____

OWNER'S Contract No. _____

CONTRACTOR _____ ENGINEER Greenman-Pedersen, Inc (GPI)

You are directed to make the following changes in the Contract Documents.

Description: _____

Reason for Change Order: _____

Attachments: _____

CHANGE ORDER IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ _____	Original Contract Times Substantial Completion: _____ (days or dates)
Net changes from previous Change Orders No. to . $ _____	Net changes from previous Change Orders No. to . $ _____ days
Contract price prior to this Change Order: $ _____	Contract Times prior to this Change Order Substantial Completion: _____
Net increase (decrease) of this Change Orders $ _____	Net increase (decrease) of this Change Orders _____ days
Contract price with all approved Change Orders: $ _____	Contract Times with all approved Change Orders Substantial Completion: _____

This change order represents full and complete compensation for all costs relative to the change itself and all other impacts on the project. Contractor hereby acknowledges that it has considered and priced into this change order impacts beyond the scope of the individual change order and waives all claims otherwise.

RECOMMENDED:	APPROVED:	ACCEPTED:
BY: _____	BY: _____	BY: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

ACCEPTED:

BY: _____

NYSDOT (Authorized Signature)

Date:

EJCDC NO. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

NOTICE OF AWARD

Dated: _____, 20 _____

TO: _____

ADDRESS: _____

_____

_____

PROJECT: _____

OWNER's CONTRACT NO. _____

CONTRACT FOR _____

_____

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 20 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for _____

_____

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price
of your contract is _____ Dollars ($_____).
(figures)

[Insert appropriate data in re Unit Prices. Change language for Cost-Plus contracts.]

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20 .

1. You must deliver to the OWNER fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page (pages___).

2. You must deliver with the executed Agreement the contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18).

EJCDC No. 1910-22 (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contracts of America.

3. (List other conditions precendents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement the Contract Documents attached.

(OWNER)

By: (AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: (AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

COPY to ENGINEER
(Use Certified Mail.
Return Receipt Requested)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

PROJECT: _____

OWNER's CONTRACT NO. _____

CONTRACT FOR: _____

You are notified that the Contract Times under the above contract will commence to run on _____ By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment by _____

Before you may start any Work, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

_____

_____

_____

_____
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF AWARD

By: _____
(CONTRACTOR)

_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____
(DATE)

Copy to ENGINEER

EJCDC No. 1910-23 (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

Technical Specifications

GENERAL SPECIAL NOTES
SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

A. EXISTING PRIVATE PROPERTY MARKERS:

The Contractor's attention is directed to the fact that any existing iron pins, stakes, survey monuments or other markers defining property lines which may be disturbed during construction, shall be properly tied into fixed reference points before being disturbed and accurately reestablished to their proper position upon completion of the work.

The cost of survey to tie and reestablish property marker locations shall be included in the lump sum price bid for item 625.01 – Survey Operations.

B. ITEM 625.01 – SURVEY OPERATIONS

The price bid for Item 625.01 – Survey Operations, shall include all work necessary for the survey and stakeout required for the utility relocations.

C. COORDINATION WITH EMERGENCY RESPONSE SERVICES:

The State Police, Town of Rotterdam Police Department, Schenectady County Sheriff's Department, Fire Departments and Ambulance units servicing this area shall be given a minimum of two (2) weeks advance notice of changes in all traffic patterns, including lane closures, necessary to meet construction requirements. Such other agencies including school districts, disaster relief, etc. shall be notified by published notice prior to the inception of any changes in the traffic patterns. The Contractor shall notify the Engineer in a timely manner of any changes in the traffic patterns so the Engineer can make advance notifications.

D. COORDINATION WITH OTHER CONSTRUCTION CONTRACTS

The Contractor shall be aware of any other construction contracts within the area which may be occurring along Town, County or State highways. The Engineer will maintain contact with those projects. The Engineer and Contractor shall coordinate closures between the projects. If the Engineer deems it necessary to suspend work at various times due to traffic issues the Contractor shall comply. Any cost due to work modifications shall be included in other items of work. The project include:

PIN 1758.95 – Kings Road Bridge Over CSX and Amtrack, which is anticipated to start in April 2024.

E. CONTRACTOR SUBMITTALS

The Contractor shall submit a Letter of Transmittal, which includes a uniquely identifiable transmittal number for each transmittal being sent, on all submittals to the Town's Engineer or Department of Public Works. All shop drawing transmittals shall also carry a uniquely identifiable transmittal number and letter from the Contractor.

F. MATERIAL STOCKPILES

The Contractor shall not stockpile earth or other materials in a manner conducive to erosion, or in areas likely to cause high turbidity runoff during storm events. All exposed soils shall be re-vegetated in a timely manner to further reduce potential erosion effects. If the contractor proposes to stockpile materials on public right of way, approval in writing from the municipality is required.

G. MATERIAL DISPOSAL

The Contractor is advised there are no disposal sites within the project available for disposal of excess material. The Contractor shall remove all excess material from the site. Any material stockpiled awaiting disposal shall be stockpiled in upland areas and be suitably stabilized so that it cannot re-enter any waterway or wetland.

H. EROSION CONTROL DEVICES

The Contractor shall ensure that all erosion control devices, which are intended for temporary use during construction, are completely removed and properly disposed of after site stabilization has occurred. Only natural fiber materials, which will degrade over time, may be used as permanent measures, or if used temporally, may be abandoned in place.

I. ITEM 206.05 – TEST PIT EXCAVATION

Test pits shall be utilized when necessary to locate existing underground utilities. The price bid for locating existing underground utilities shall be included under Item 206.05 – Test Pit Excavation. Additional test pit may be required by AOBE during construction.

J. UNPAVED/MILLED ROAD SURFACE

With respect to Town owned roads, traffic shall not be allowed to travel on an unpaved roadway surface (gravel) for more than 15 calendar days. Traffic may be run on milled surface for a maximum of 10 (Ten) consecutive weekdays excluding holidays prior to completing pavement through binder or top course. With respect to Kings Road, the county shall approve when traffic is allowed on unpaved or milled pavement.

K. ASPHALT AND FUEL PRICE ADJUSTMENTS

This project does not include asphalt and fuel price adjustments.

L. SCHENECTADY COUNTY HIGHWAY WORK PERMIT

The contractor will be responsible for obtaining a Schenectady County highway work permit for any work performed on Kings Road or work zone traffic control signs placed along Kings Road. No site intrusion, occupancy, preparation, or construction shall commence within the Schenectady County R.O.W. until a valid Highway Work Permit has been approved. Construction as-built drawings will be required as part of the Schenectady County highway work permit requirements.

No additional payment will be made to the Contractor for all permits and licenses of a temporary o permanent nature.

M. WATER DISTRICT 5 FIRE HYDRANTS

The contractor shall comply with the Town of Rotterdam Water District 5 Fire Hydrant specification included in the special specification section of this project manual.

SPECIAL NOTES
QUALITY ASSURANCE

1. The contractor understands and agrees the inspection and approval of materials to be used on this project will be performed by a representative of the Town of Rotterdam.

2. When the contractor receives direction from a representative of the Town regarding the approval/rejection of materials, the contractor understands the decision is final and will accept it as such.

3. The contractor will not allow off-site materials subject to the inspection and approval of a Town representative to be shipped to the project site prior to receiving authorization from a representative of the Town.

4. As soon after award as practicable, and prior to the pre-construction conference, the contractor shall provide the following information to the Town.

    A. The name and address of each manufacturer of all materials and portions thereof requiring off-site quality assurance in accordance with NYSDOT's specifications to be used in this project.
    B. The name and address of each fabricator for any materials that require fabrication.

5. The contractor agrees that it and its subcontractors and suppliers will only acquire materials for this project through NYSDOT-approved manufacturing, batching and fabrication facilities.

RIGHT-OF-WAY NOTES

A. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.

B. IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE PROJECT ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).

C. IN ACCORDANCE WITH SECTION 107-13 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTIONS 105-15, 107-13).

D. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08 AND 107-13).

SPECIAL NOTE
EMERGENCY CONTACTS

The Contractor shall employ, for the duration of the Contract a telephone answering service to meet the requirements stated in Section 107-05 of the Standard Specifications.

The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact Contractor personnel with the authority and capacity to mobilize forces to respond to an emergency.

The following action shall be taken after an emergency call is received.

A. During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 30 minutes from the time the answering service received the call.

2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact the Town of Rotterdam's Highway Department at (518) 355-7722 and the Public Works Department at (518) 355-7575 with the same information.

3. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Engineer or the Town of Rotterdam's Highway and Public Works Department.

B. During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 30 minutes from the time his answering service received the call. If the call initiated from a person or agency other than the Town of Rotterdam's Highway Department, the contractor shall immediately notify the Engineer of the situation and the action planned by contacting Greenman-Pedersen, Inc. at (518) 898-9551 and leaving a message.

2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.

3. Follow-up call within two hours of the original call shall be made to the original caller, the Town of Rotterdam's Highway and Public Works Department and to Greenman-Pedersen, Inc. advising the status of the emergency and the actions taken.

SPECIAL SPECIFICATIONS:

The following items are special specifications:

SPECIAL SPECIFICATIONS	
ITEM NUMBER	**DESCRIPTION**
555.10000006	ABANDON EXISTING CULVERT
604.07260011	CONNECTION TO EXISTING DRAINAGE FACILITIES
604.13000011	ABANDONING DRAINAGE STRUCTURES
607.96000008	REMOVE AND DISPOSE OF EXISTING FENCE
608.13000008	FURNISH AND INSTALL GRASS PAVERS
610.16010020	TURF ESTABLISHMENT-PERFORMANCE
627.50140008	CUTTING PAVEMENT
	WATER DISTRICT 5 FIRE HYDRANTS

A Copy of the special specifications is provided herein.

ITEM 555.10000006 - ABANDON EXISTING CULVERT

DESCRIPTION: This work shall consist of the abandonment and filling of existing culverts that are not removed under excavation items.

MATERIALS: Fill for abandoned culverts shall be a flowable mixture of sand, cement, fly ash, and water, with a 28 day compressive strength of 50 to 100 psi. Mix design shall be submitted to the Engineer for approval.

CONSTRUCTION DETAILS: Prior to filling operations, the Contractor shall remove and dispose of the existing end sections and clean the culvert of any materials that will restrict the flow of the fill material A.D.B.E.

Filling shall begin at the upstream location of the existing culvert to be abandoned.

Provide temporary bulkheads with air vents at the upstream and downstream ends of the culvert to be abandoned.

METHOD OF MEASUREMENT: The work of this item will be measured as the cubic yards of fill material placed within the culvert to be abandoned, based on Engineer approved batch delivery tickets. This quantity shall not exceed the theoretical interior volume of the culvert being abandoned.

BASIS OF PAYMENT: The unit price bid per cubic yard shall include all labor, material, and equipment necessary to complete the work. The cost of removing and disposing of the existing end sections, cleaning the culvert, any required excavation, sheeting, fill and applying water for compaction shall be included in the price bid for this item.

ITEM 604.07260011 – CONNECTION TO EXISTING DRAINAGE FACILITIES

Description:

Under this item, the Contractor shall remove portions of existing drainage facilities and connect new drainage facilities thereto at the locations shown on the plans as ordered by the Engineer.

Materials:

Concrete	Class A Section 501
Concrete Grouting Material	Section 701-05
Bar Reinforcement	Grade 60 Section 709-01

Construction Details:

The work under this item provides for connecting new pipe lines to existing pipe lines or structures. The Contractor shall maintain the existing pipe lines and structures in continuous service as required and/or directed by the Engineer.

The Contractor shall perform all excavation and backfill and dispose of all excess materials as required to complete the work. Backfilling shall be compacted in conformance with Section 203 of the Standard Specifications.

When connecting to the existing pipe line or structures, the existing facility shall be broken into and reinforcement cut back only as needed to accommodate the new pipe as indicated on the plans. The new pipe shall be set to required grade and the existing pipe wall shall be repaired and patched as required to provide a secure and waterproof connection. Ends of the new pipe projecting into the existing drainage facility shall be neatly cut off and trimmed flush with the inside face of the structure.

Method of Measurement:

The quantity to be paid for shall be the actual number of connections made in conformance with the plans and specifications and the orders of the Engineer.

Basis of Payment:

Payment will be made at the unit price bid for each connection which shall include the cost of all materials, labor and equipment necessary to complete the work except excavation and backfill which will be paid under Trench and Culvert Excavation Item 206.02 and the new pipe which shall be paid under the appropriate pipe item.

ITEM 604.13000011 – ABANDONING DRAINAGE STRUCTURES

DESCRIPTION

Under this item, the Contractor shall do all the work and furnish all materials necessary to abandon the drainage structures indicated on the plans.

The work shall include, but not be limited to; demolishing walls to the required depth, plugging pipes, breaking up bottom slabs, disposal of demolished material, filling openings, salvaging and delivering castings to a designated location, installing pavement, curb, sidewalk and lawn as required to replace damaged areas and areas previously occupied by the removed castings in accordance with the plans, specifications and directions of the Engineer.

MATERIALS

All materials shall be in accordance with NYSDOT Standard Specifications.

Subsections 704-01, 704-02, 705-21 and Subsection 203-2.02C of the Standard Specifications apply.

CONSTRUCTION DETAILS

The Contractor shall remove and salvage the castings from the drainage structures to be abandoned and shall deliver them to a designated location to be temporarily stored for ultimate use elsewhere on the project, disposed of off the work site, or pick up by others, as ordered by the Engineer.

The Contractor shall be responsible for carefully removing, loading, transporting and unloading the salvaged castings. Damage caused by the Contractor's negligence in handling the salvaged castings will be at the Contractor's expense. The ends of pipes within the drainage structure shall be totally plugged at locations indicated on the plans in a manner approved by the Engineer.

Drainage structures to be abandoned shall be demolished to a depth of at least 2 feet below the subgrade elevation and the demolished material shall be removed for disposal in accordance with the provisions of Subsection 203-3.08, "Disposal of Surplus Excavated Materials". The bottom slab shall be broken up in such a manner as to prevent water from being trapped. The cavity within the drainage structure shall be filled solidly with select granular fill in accordance with the provisions of Subsection 203-3.12, "Compaction".

Any pavement courses, subcourses, curbs, sidewalks and lawns removed or damaged during the work of abandoning drainage structures shall be replaced in kind; areas previously occupied by the removed castings shall be restored with pavement, sidewalk, curbs and lawns as required, similar to those adjacent to them as directed by the Engineer.

6/12/87
Rev. 8/8/95
U.S. Customary 11/15/10

ITEM 604.13000011 – ABANDONING DRAINAGE STRUCTURES

METHOD OF MEASUREMENT

This work shall be measured by the number of drainage structures abandoned.

BASIS OF PAYMENT

The price bid shall include the cost of all labor, materials and equipment necessary to complete the work satisfactorily.

ITEM 607.96000008 - REMOVE AND DISPOSE OF EXISTING FENCE

DESCRIPTION:

The contractor shall remove existing fence in accordance with the plans, specifications and directions of the Engineer. All references to "fencing" shall include existing gates, if any to be removed.

MATERIALS:

Materials needed for modifying end sections shall conform to the requirements of Section 710 of the Standard Specifications or shall conform to the material requirements of the existing fence, as directed by the Engineer.

Concrete for footings shall conform to Section 607-2.01 of the Standard Specifications.

CONSTRUCTION DETAILS:

The contractor shall remove and dispose of the existing fence to a point shown on the plans or where directed by the Engineer. If a portion of the existing fence is to remain, the remaining end section shall be modified to adequately secure the fencing. This modified section shall include all hardware necessary to secure the fencing in a manner similar to the existing end section or as directed by the Engineer. Parts salvaged from the removed portion, acceptable to the Engineer, may be reused in the end section.

All work shall be done in a workmanlike manner with care taken not to disturb the surrounding area or existing fence to remain. Any damage to the area or existing fence to remain caused by the contractor's operations shall be repaired to the original condition at no expense to the state. Any concrete post footings shall be either broken up and removed or removed in one piece as determined by the contractor and approved by the Engineer. All post holes shall be filled to meet existing grade. All excavation and backfill shall conform to Section 203 "Excavation and Embankment".

METHOD OF MEASUREMENT:

This work will be measured as the number of feet of fence removed in accordance with the plans or as directed by the Engineer. An additional 10 foot allowance will be paid for each end section modified to secure the remaining fence.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, equipment and materials necessary to complete the work, including the cost of any fill required to fill the post holes.

ITEM 608.13000008 – FURNISH AND INSTALL GRASS PAVERS

DESCRIPTION:

This work shall consist of furnishing and installing a grass paver area on a prepared base in accordance with the details shown in the contract documents or as established by the Engineer.

MATERIALS:

Grass Paver:
The contractor is directed to use either a precast concrete grass paver or an approved equal made of plastic products (see list of manufacturers).

List of Manufacturers for Plastic Product Grass Pavers:
NDS Inc.
851 North Harvard Ave, Lindsay, CA 92347, (559-562-9888)

PERMATURF CO. INC.
13 Dow Road, Bow, New Hampshire 03304, (800-498-4116)

GRASSPAVE INVISIBLE STRUCTURES, INC.
20100 E. 35th Drive, Aurora, CO 80011, (303-373-1234)

Materials shall meet the requirements specified in the following subsections of section 700-Materials:

Cushion Sand	703-06
Precast Concrete Pavers	704-13
Topsoil	713-01
Seed	713-04

Cushion sand setting bed shall consist of hard, durable, uncoated particles of soil or rock, free from lumps of clay and all deleterious substances.

The cushion sand setting bed materials shall meet the following gradation requirements and shall be approved by the Regional Geotechnical Engineer.

SIEVE SIZE	PERCENT PASSING BY WEIGHT
1 / 4”	100
No. 10	50-85
No.40	20-45
No. 200	3-10

ITEM 608.13000008 – FURNISH AND INSTALL GRASS PAVERS

Seed mixture shall meet the following

NAME	VARIETY	WT. OF PURE LIVE SEED 1000/SF
Red Fescue (Festuca rubra)	Commercial	1.2 lbs
Perennial Ryegrass (Lolium perenne	Commercial	.7 lbs
Kentucky Blue (Poa pratensis)	Commercial	.8lbs
	Max. 25% hard seed	Total: 2.7 lbs

CONSTRUCTION DETAILS:

The pavers shall be laid on a prepared 2" cushion sand setting bed to the grade and slope shown on the plans or as directed by the Engineer, placed over a prepared sub-grade, and laid per manufacturer's specifications. After pavers have been set, topsoil shall be swept into the voids and seeded. The contractor shall protect the area until a reasonable stand of grass has been established as determined by the Engineer. Any damage caused by the contractor's operations to the adjacent areas shall be repaired by the contractor at no expense to the State. Where substantial tree roots are encountered, setting the line and grade shall be adjusted as necessary to assure preservation of the tree roots as approved by the Engineer. Where necessary, material conforming to the subbase specification shall be utilized to perform such adjustment.

METHOD OF MEASUREMENT:

This work will be measured as the number of square yards of pavers furnished and installed.

BASIS OF PAYMENT:

The unit price bid, per square yard, shall include the cost of furnishing all labor, materials and equipment necessary to complete the work, including setting bed material and seed. Necessary excavation and subbase course material will be paid for separately under their appropriate items.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

DESCRIPTION.
The work shall consist of ground preparation and turf establishment in accordance with the contract documents and as directed by the Engineer.

Ground preparation includes preparing the subsoil and furnishing and installing topsoil. Turf establishment includes furnishing and installing seeds, mulch, mulch anchorage, straw, applying water sufficient for seed germination and plant establishment, weed removal and mowing.

MATERIALS.

Topsoil
Topsoil may be naturally occurring or may be manufactured. If naturally occurring topsoil exists on the site, it shall be the surface layer of soil at a depth specified in the contract documents or approved by the Engineer. Manufactured topsoil is a mixture of materials comprised of a mineral (soil) component that by itself does not exhibit the properties and characteristics of topsoil and an organic material component. Manufactured topsoil shall have a pH, organic matter content, and USDA soil class texture, similar to naturally-occurring soils in the project area.

Topsoil shall be free from refuse, material toxic or otherwise deleterious to plant growth, subsoil, sod clumps or other viable propagules of invasive plants, woody vegetation and stumps, roots, brush, refuse, stones, clay lumps or similar objects. Construction and demolition debris as classified under 6 NYCRR Part 360, other than uncontaminated land clearing debris, shall not be used to manufacture or amend topsoil. Sod and herbaceous growth such as grass and non-invasive weeds need not be removed but shall be thoroughly broken up and mixed with the soil during handling and manufacturing operations.

Seeds
Seeds shall meet the requirements of §713-04.

Mulch
Mulch shall meet the requirements of §713-11.

Mulch Anchorage
Mulch anchorage shall meet the requirements of §713-12.

Straw
Straw shall meet the requirements of §713-19.

Water
Water shall meet the requirements of §712-01.

CONSTRUCTION DETAILS.

Topsoil
The subsoil within the areas to be covered by topsoil shall be graded so that the completed work after the topsoil is placed shall conform to the specified lines and grades. The Contractor shall scarify or till the surface of the subsoil to a depth of 6 inches before the topsoil is placed to permit bonding the topsoil with the subsoil. Tillage by disking, harrowing, raking or other approved methods shall be accomplished in such a manner that depressions and ridges formed by tillage shall be parallel to the contours.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

Topsoil in an unworkable condition due to excessive moisture, frost, or other conditions shall not be placed until its consistency is workable for spreading. Topsoil shall be placed on the designated area and spread to the depth specified in the contract documents or a minimum of 4 inches for turf areas. The finished surface shall be maintained for subsequent seeding.

Roots and top growth of non-native weeds that emerge from topsoil after placement shall be eradicated and disposed of immediately upon emergence.

Turf Establishment
The Contractor shall coordinate establishment of turf with other site and construction activities.

The Contractor shall clean all equipment involved in turf establishment to remove plants, seeds and propagules prior to commencement of work. Any work to clean equipment shall be at no additional cost to the State.

The Contractor shall apply the seed mix at a suitable rate to achieve the required germination and establishment. Any method of sowing that does not injure the seeds and achieves even coverage in the process of spreading will be acceptable.

The Contractor shall perform the initial watering and shall spread straw uniformly in a continuous blanket to hide the soil from view. Mulch anchorage shall be applied.

The Contractor shall water, weed, and mow the turf establishment areas for the duration of the contract. Any work required to correct initial seeding (installation) shall be done at no additional cost to the State.

Water
The Contractor shall provide water without damage to turf and mulch. Damage resulting from watering operations shall be repaired at no additional cost to the State.

Weed Removal
The Contractor shall remove and dispose of weeds including roots prior to flowering and seed formation by manual, chemical or mechanical means. Any method of weed removal that leaves live roots in the soil will not be permitted. Application of chemicals for weed removal must follow all applicable New York State laws, including but not limited to ECL §33. An appropriately licensed applicator is required for chemical weed control methods. The Contractor shall ensure the preservation of desirable vegetation. Treatment and removal of invasive species will be paid for separately.

Mowing
The Contractor shall be responsible, prior to each mowing, for the removal and disposal of any debris and litter which has accumulated since the last mowing. Care shall be taken to avoid damage to existing plant materials.

The Contractor shall mow all turf establishment areas to a height of 3 inches after initial growth reaches 5 inches, and then mowed to a height of 3 inches whenever a height of 5 inches is reached thereafter for the duration of the contract. Clippings shall be mulched in place.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

BASIS FOR ACCEPTANCE.
Areas will be accepted when:

- At least 80 percent of the ground surface is covered uniformly with established permanent turf grass species;
- Turf grass shall be an average minimum height of 5 inches; and
- Turf grass shall exhibit healthy green color.

METHOD OF MEASUREMENT.
The quantity to be measured for payment will be in square yards on slope to the nearest whole square yard of turf established and accepted.

BASIS OF PAYMENT.
The unit price bid shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work, including the handling, storing, stockpiling and placement of topsoil, seed, mulch, mulch anchorage, straw, water, weed removal and mowing.

40% of the bid price will be paid when seed and mulch are in place. Remaining 60% will be paid after turf establishment is accepted.

Payment will be made under:

Item No.	Item	Pay Unit
610.16010020	Turf Establishment - Performance	Square Yards

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

WATER DISTRICT 5 FIRE HYDRANTS

A. GENERAL REQUIREMENTS

1. All work shall be in accordance with this specification and construction documents unless otherwise noted and approved by the Town.
2. All permits and approvals not obtained by the Town and needed for the installation of hydrants and appurtenances shall be obtained by the contractor prior to the installation.
3. All hydrants shall be constructed of ductile iron Class 52 Pipe, double cement lined, push on joint and meet American Water Works Association (AWWA C-502) standards and American National Standards Institute (ANSI) specifications. The hydrants shall be certified as complying with NSF/ANSI/CAN 61 and NSF/ANSI/CAN 372, be UL Listed and FM approved.
4. Hydrants shall be designed for 250 PSI working pressure.
5. Hydrants shall include bonnet, upper barrel, lower barrel, and shoe with all internal operating parts. Hydrants shall be dry-barrel, traffic type, incorporating a frangible connection on the hydrant barrel or at the groundline joint and on the operating rod. All hydrants shall have a 5-1/4 inch diameter main valve opening with 6-inch mechanical joint bottom and be equipped with one 4-inch pump nozzle with Stortz connection and two 2-1/2 inch hose nozzles, National Standard Thread (NST). Non-operational hydrants shall be bagged or covered, in a manner acceptable to the Engineer, until they are tested and placed in service.
6. The outside of the hydrant upper barrel shall be prime coated with an epoxy and finish coated with a two-part polyurethane topcoat and the color shall be safety yellow. If the paint becomes damaged in any manner during installation, the contractor and/or developer shall completely repaint the hydrant the same color as the original shop painting.
7. Hydrants shall have a 6-inch minimum mechanical joint and a 5-inch minimum main valve opening.
8. Hydrants shall be furnished with a barrel length of 6 feet – 6 inches minimum from the ground line to the bottom of the 6-inch connection.
9. All bolts and fasteners shall be stainless steel.
10. Hydrants shall open turning to the right with National Standard 2-inch 5-sided operating nut.
11. All hydrants shall have an approved "O-Ring" seal around the operating stem and shall be of the so-called "Traffic Type" which will break at a pre-determined location.
12. All fittings shall be restrained.
13. Three bronze wedges on all joints.
14. Provide resilient wedge gate valves, non-rising stem, open right (Mueller or Kennedy).
15. The Town Department of Public Works and local fire department shall be notified by the Contractor a minimum of forty-eight (48) hours prior to interruption of service to any existing hydrant and within twenty-four (24) hours after a hydrant is placed into service.
16. Hydrants to be supplied with a 2-D bar code, or similar, capable of allowing a seamless enrollment of the manufacturing attributes and hydrant location into a cloud-based GIS application.
17. The hydrants shall be in a manner to provide complete accessibility, and in such a manner that the possibility of damage from vehicles, snowplows and snowblowers or injury to pedestrians will be minimized.
18. Hydrants will be installed on the same side of the street as the main.

19. If a shutdown of any portion of a water system is needed for installation of the hydrants or make connections, the Contractor shall give the Town a minimum of forty-eight (48) hour notice. A shutdown of service cannot be performed prior to approval by the Town.
20. Refer to the Standard Hydrant Details for additional specifications and information (To Be Developed).

B. EXCAVATION AND BACKFILL

1. All excavated material shall be considered as unsuitable for backfill unless otherwise approved by the Town. The limits of excavation shall be only what is needed to install the hydrant.
2. Select Granular fill shall be installed for backfill meeting the requirements of Section 203 of the New York State Department of Transportation (NYSDOT) Standard Specifications.
3. During excavation, if any hazardous materials or soil contamination is found, the contractor shall immediately contact the Town to investigate the findings. All work shall cease until appropriate measures are taken to remove the hazardous or contaminated materials.
4. Any rock or boulders located within 6 inches from the hydrant shall be removed and excavation shall be backfilled with select granular material.
5. The hydrant shall be buried a minimum of 5 feet measured from the top of the water main unless otherwise approved by the Town.

C. INSTALLATION

1. Hydrants shall be installed as per the manufacturer's recommendation and be set plumb at the locations shown on the plans. The ground line marked on the hydrant or identified by the manufacturer using an offset from a point on the hydrant, shall be within 1 inch above or below finished grade. The hydrant shall be installed so that no portion of the lower barrel extends more than 4 inches above grade. The measurement will be taken over a 5 feet horizontal span when a change in grade occurs within 5 feet of the hydrant.
2. Hydrants drainage material shall be crushed gravel meeting the NYSDOT Standard Specifications section 703-02, Table 703-4, Size Designation 1 or 2, and be placed around the hydrant at the drip location (1/4 cubic yard minimum) to drain the barrel, unless otherwise noted in the contract documents. Hydrant barrels shall be rotated so that the steamer nozzle is facing the roadway, unless otherwise noted in the contract documents.
3. Unless otherwise directed by the Town, thrust block shall be provided as per the Standard Hydrant Detail. All concrete thrust blocks shall meet the requirements of Class A Concrete and not contain fly ash.
4. Hydrant fenders where needed shall be installed as shown in the contract documents.

D. TESTING AND DISINFECTION

1. Hydrostatic pressure and leakage tests shall be performed in accordance with AWWA C600. The testing shall include any filling points, sampling points or other appurtenances required to conduct the tests. The total leakage per day shall not exceed the amounts allowable under AWWA

C600. The hydrant shall be subjected to the pressure/leakage test with water under a hydrostatic pressure of 500 psi for a minimum of two (2) hours.

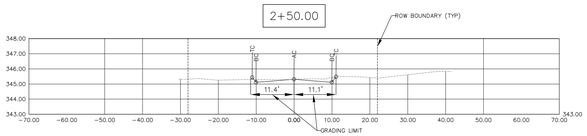
2. Upon completion of all installation of hydrants and other appurtenances, the system shall be flushed, disinfected and tested for bacteriological quality in accordance with AWWA C651. Tablets shall not be used for chlorination.
3. A Hydrant Flow Test Report shall be completed and provided to the Town for review and approval.

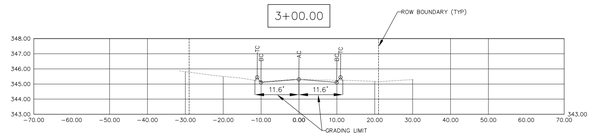
E. BASIS OF ACCEPTANCE

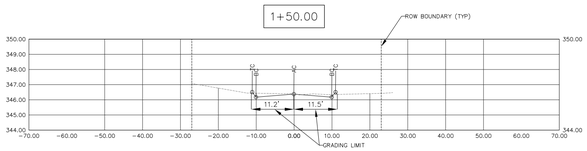
1. Hydrants shall be manufactured by Waterous Pacer, Model WB-67-250 Traffic or approved equal.
2. The Contractor shall provide manufacturer's cut sheets and material certification to the Town for review and approval to determine the hydrants conformance to this specification prior to installation.

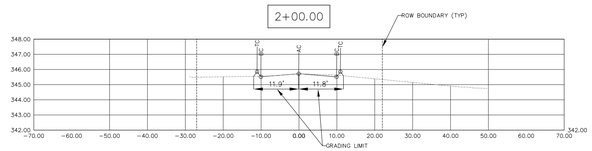
Supplemental Information

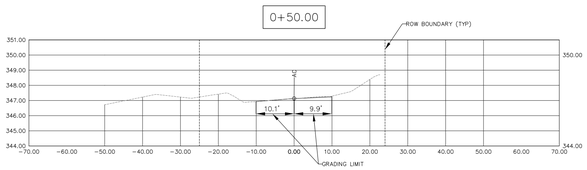
HORIZONTAL CONTROL TABLE				
H.C.L. POINT	H.C.L. STATION	COORDINATES		DESCRIPTION
		NORTH	EAST	
TEMPEL LANE				
P.O.B.	0+00	1433689.082	649324.097	BEGIN ALIGNMENT
P.C.	0+15.82'	1433683.311	649338.832	P.C. CURVE 1
P.I.	0+31.11'	1433677.555	649353.525	P.I. CURVE 1
				(R = 50.00)
P.T.	0+46.40'	1433681.278	649368.861	P.T. CURVE 1
P.O.E.	5+72.67'	1433800.169	649881.530	END ALIGNMENT

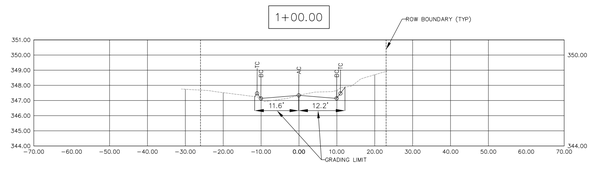


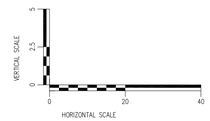












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Planning
Construction Management
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Greenman-Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, NY 12205

PREPARED FOR:

TOWN OF ROTTERDAM
1100 SUNRISE BLVD.
ROTTERDAM, NY

PROJECT:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

ISSUED FOR PERMIT REVIEW ONLY. THESE DRAWINGS ARE IN SUBSTANTIAL CONFORMANCE WITH THE BUILDING CODE.

THE ALTERATION OF THIS DOCUMENT IN ANY WAY, UNLESS UNDER THE DIRECTION OF A PROFESSIONAL ENGINEER, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.

DATE:
03/30/2023

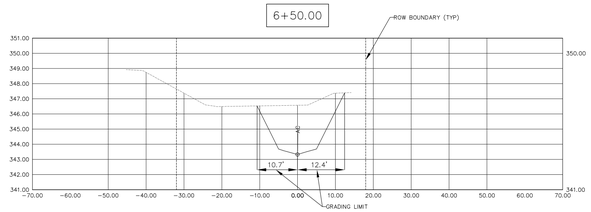
SCALE:
AS NOTED

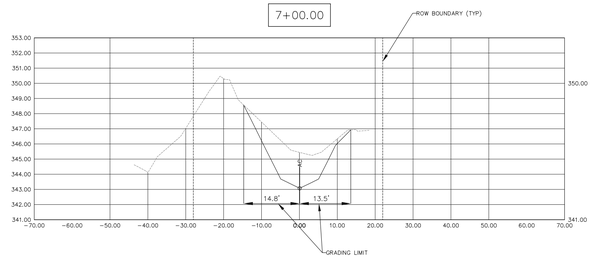
GPI PROJECT/CONTRACT NO.
ALB-2019118.00

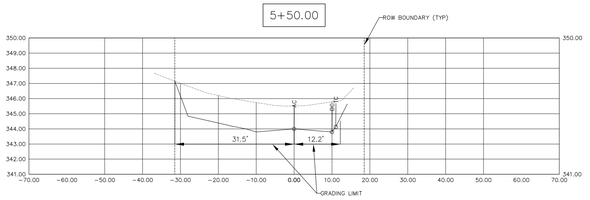
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CS-1

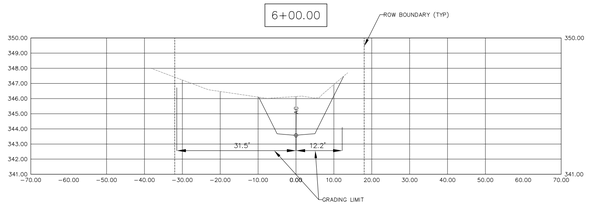
SHEET NO.
1 OF 2

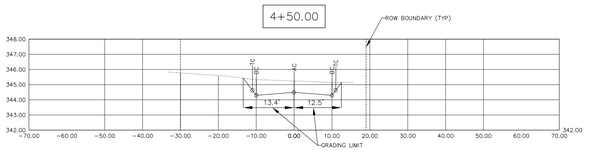
Apr 07,2023
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11x17 PLOT SHEET

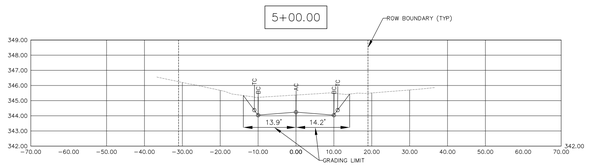


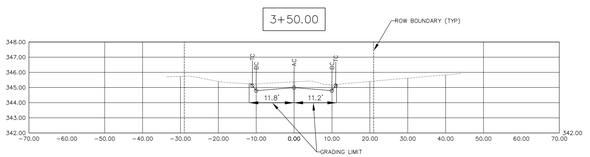


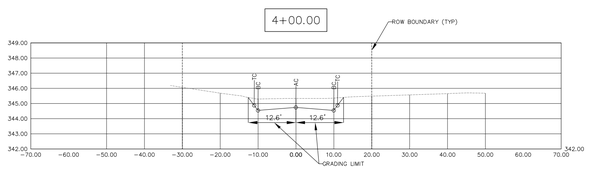


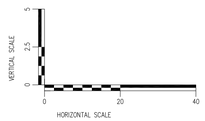












GPI
Engineering
Design
Planning
Construction Management
518.453.9431 GPINET.COM
Greenman-Pedersen, Inc.
80 Wolf Road, Suite 300
Albany, NY 12205

PREPARED FOR:

TOWN OF ROTTERDAM
1100 SUNRISE BLVD.
ROTTERDAM, NY

PROJECT:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

ISSUED FOR PERMIT REVIEW ONLY. THESE DRAWINGS ARE IN SUBSTANTIAL CONFORMANCE WITH THE BUILDING CODE.

THE ALTERATION OF THIS DOCUMENT IN ANY WAY, UNLESS UNDER THE DIRECTION OF A PROFESSIONAL ENGINEER, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.

DATE:
03/30/2023

SCALE:
AS NOTED

GPI PROJECT/CONTRACT NO.
ALB-2019118.00

DRAWING NAME:
CS-2

SHEET NO.
2 OF 2

Apr 07,2023
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11x17 PLOT SHEET

STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (CY)	ITEM 206.0201 (CY)	ITEM 552.17 (SF)	ITEM 555.10000006 (EA	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.6001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.6607 (LF)	ITEM 603.9836 (LF)	ITEM 603.9842 (LF)	ITEM 604.07260011 (EA	ITEM 604.13000011 (EA	ITEM 604.300711 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.300711 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)
CB-1	1433750.0587	649625.8931	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.94	9.0																	3.4						1	
CB-1A	-	-	INSTALL NEW 15" RCP INLET IN CB-1 AT ELEV. 342.33, OUTLET IN CB-2 AT ELEV. 341.04			15		0.50%	62.13	81.6									257.0																
CB-1.1	1433732.7183	649629.9118	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.75	8.7																	3.3						1	
CB-1.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-1.1 AT ELEV. 342.40, OUTLET IN CB-1 AT ELEV. 342.33			12		0.50%	2.20	2.8								15.0																	
CB-2	1433808.5902	649878.4489	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		5.14	9.3																	3.5						1	
CB-2A	-	-	INSTALL NEW 15" RCP INLET IN CB-2 AT ELEV. 341.04, OUTLET IN CB-3 AT ELEV. 340.44			15		0.50%	55.72	64.7									121.0																
CB-2.1	1433791.2498	649882.4676	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		4.75	8.7																	3.3						1	
CB-2.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-2.1 AT ELEV. 341.19, OUTLET IN CB-2 AT ELEV. 341.04			12		0.50%	2.27	2.8								15.0																	
CB-3	1433839.5085	649998.3180	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		8.80	14.3																	5.4						1	
CB-3A	-	-	INSTALL NEW 18" RCP INLET IN CB-3 AT ELEV. 340.44, OUTLET IN OUT-1 AT ELEV. 340.20			18		3.00%	20.96	25.7					1					48.0															
EX-DS2A	-	-	INSTALL NEW 15" SICPP INLET IN EX-DS2 AT ELEV. 343.73, OUTLET IN MH-2 AT ELEV. 343.68			15		0.22%	17.26	18.6	152.5						25.0								1.0										
MH-2	1434381.3031	649400.0679	INSTALL NEW SQUARE DRAINAGE STRUCTURE TYPE F WITH ROUND MANHOLE FRAME AND COVER	4.50	4.50		350.00		13.67	21.1																			7.1					1
MH-2A	-	-	INSTALL NEW 15" SICPP INLET IN MH-2 AT ELEV. 343.68, OUTLET IN CB-6 AT ELEV. 343.31			15		0.22%	146.30	157.0	901.8						167.0																		
CB-5	1434203.3055	649382.9323	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		349.04		10.72	17.0															1.0			6.4						1	
CB-5A	-	-	INSTALL NEW 15" SICPP AND REMOVE EXISTING PIPE INLET IN CB-5 AT ELEV. 343.43, OUTLET IN CB-6 AT ELEV. 343.31			15		0.30%	31.29	33.7	266.5						41.0																		
CB-6	1434213.1509	649425.9070	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH WELDED FRAME AND RETICULINE GRATE 11	5.67	4.67		350.00		11.92	19.9		1.0															7.4			7.5			1	
CB-6A	-	-	INSTALL NEW 36" SICPP INLET IN CB-6 AT ELEV. 343.31, OUTLET IN MH-7 AT ELEV. 343.11			36		0.16%	182.15	219.3	625.0													125.0										
CB-6B	-	-	REMOVE EXISTING RCP PIPING FROM CB-6 TO MH-8						80.11	80.1																								
MH-7	1434085.0546	649437.2240	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		349.91		9.03	15.7																					6.0			1	
MH-7A	-	-	REMOVE EXISTING DRAINAGE STRUCTURE							11.9						1.0																		
MH-7B	-	-	EXTEND EXISTING 15" RCP FIELD VERIFY INLET ELEV., OUTLET IN MH-7 AT ELEV. 344.94			15		1.00%	2.06	2.3									7.0																
MH-7C	-	-	INSTALL NEW 38"X24" RCP INLET IN CB-7 AT ELEV. 343.11, OUTLET IN MH-8 AT ELEV. 342.74			38		0.46%	83.38	110.2	461.7										81.0														
MH-8	1434003.2149	649427.4435	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.29		10.52	17.8																					6.7			1	
MH-8A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 343.49, OUTLET IN MH-8 AT ELEV. 343.13			18		3.00%	3.49	4.3										12.0						1.0									
MH-8B	-	-	INSTALL NEW 15" RCP INLET IN AT ELEV. 343.92, OUTLET IN MH-8 AT ELEV. 343.47			15		3.00%	2.87	3.7									15.0							1.0									
MH-8C	-	-	INSTALL NEW 38"X24" RCP INLET IN MH-8 AT ELEV. 342.74, OUTLET IN MH-9 AT ELEV. 341.92			38		0.48%	150.67	178.3	935.0										170.0														
MH-9	1433834.2953	649386.2232	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.14		11.27	20.2																						6.5		1	
MH-9A	-	-	INSTALL NEW 49"X32" RCP INLET IN MH-9 AT ELEV. 341.92, OUTLET IN MH-10 AT ELEV. 341.69			49		0.15%	189.31	214.5	883.5											155.0													
MH-10	1433687.9686	649337.8051	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.62		11.74	20.9																						6.7		1	
MH-10A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 342.72, OUTLET IN MH-10 AT ELEV. 342.44			18		2.00%	5.78	6.9										14.0						1.0									
MH-10B	-	-	INSTALL NEW 18" RCP INLET IN CB-10.1 AT ELEV. 343.10, OUTLET IN MH-10 AT ELEV. 343.00			18		2.00%	0.00	0.0										4.0														
MH-10C	-	-	INSTALL NEW 42" SICPP INLET IN MH-10 AT ELEV. 341.69, OUTLET IN MH-11 AT ELEV. 341.44			42		0.13%	206.22	286.4	1180.0														200.0										
CB-10.1	1433688.0500	649345.0230	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		346.60		6.43	11.1																	4.2						1	
CB-10.1A	-	-	REMOVE EXISTING RCP PIPING AND STRUCTURES FROM CB-10.1 TO OUT-1						199.90	199.9		4.0															4.0								
MH-11	1433497.9322	649262.0317	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.69		10.94	18.5																					6.9			1	
MH-11A	-	-	INSTALL NEW 42" SICPP INLET IN MH-11 AT ELEV. 341.44, OUTLET IN MH-12 AT ELEV. 341.31			42		0.14%	108.62	147.1	607.6														98.0										
MH-12	1433427.0717	649225.5206	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		347.00		11.58	19.4																					7.2			1	
MH-12A	-	-	INSTALL NEW 42" SICPP INLET IN MH-12 AT ELEV. 341.31, OUTLET IN MH-13 AT ELEV. 341.21			42		0.14%	87.54	116.6	457.5														75.0										
MH-13	1433359.5149	649182.3871	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		12.16	21.3																							7.1	1	
MH-13A	-	-	INSTALL NEW 42" SICPP INLET IN MH-13 AT ELEV. 341.21, OUTLET IN MH-14 AT ELEV. 341.17			42		0.14%	17.58	23.3	100.8														18.0										

STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (CY)	ITEM 206.0201 (CY)	ITEM 552.17 (SF)	ITEM 555.10000006 (EA	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.6001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.6607 (LF)	ITEM 603.9836 (LF)	ITEM 603.9842 (LF)	ITEM 604.07260011 (EA	ITEM 604.13000011 (EA	ITEM 604.300711 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.300711 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)
MH-14	1433348.4878	649201.4098	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.02	19.5																							6.6	1	
MH-14A	-	-	INSTALL NEW 42" SICPP INLET IN MH-14 AT ELEV. 341.17, OUTLET IN MH-15 AT ELEV. 340.84			42		0.14%	305.31	401.0	1428.0													238.0												
MH-15	1433403.7335	649435.9277	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.93	20.9																							7.0	1	
MH-15A	-	-	INSTALL NEW 42" SICPP INLET IN MH-15 AT ELEV. 340.84, OUTLET IN OUT-2 AT ELEV. 340.51			42		0.14%	332.31	428.8	1296.0		1											240.0												
CB-16	1433288.3256	649112.1621	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		10.57	18.9		1.0																					6.4	1	
CB-16A	-	-	INSTALL NEW 36" SICPP INLET IN CB-16 AT ELEV. 341.30, OUTLET IN MH-17 AT ELEV. 341.28			36		0.13%	12.26	16.0	94.4													16.0												
MH-17	1433278.6418	649127.9017	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.70	20.6																							6.9	1	
MH-17A	-	-	INSTALL NEW 36" SICPP INLET IN MH-17 AT ELEV. 341.28, OUTLET IN MH-18 AT ELEV. 341.17			36		0.13%	90.29	114.6	456.5													83.0												
MH-18	1433350.5359	649176.4557	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		10.79	19.2																							6.5	1	
MH-18A	-	-	INSTALL NEW 36" SICPP INLET IN MH-18 AT ELEV. 341.17, OUTLET IN MH-19 AT ELEV. 341.14			36		0.13%	22.75	28.3	125.4													22.0												
MH-19	1433337.6467	649198.2611	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.25	19.9																							6.7	1	
MH-19A	-	-	INSTALL NEW 36" SICPP INLET IN MH-19 AT ELEV. 341.14, OUTLET IN MH-20 AT ELEV. 340.82			36		0.13%	314.25	388.0	1464.0													244.0												
MH-20	1433393.8760	649438.2962	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.93	20.9																							7.0	1	
MH-20A	-	-	INSTALL NEW 36" SICPP INLET IN MH-20 AT ELEV. 340.82, OUTLET IN OUT-3 AT ELEV. 340.51			36		0.13%	329.29	401.8	1440.0			1										240.0												
								TOTAL=	3,291.8	4,162.4	12,876		1	1	1	1	233.0	30.0	400.0	78.0	251.0	155.0	730.0	869.0	5.0	4.0	7.4	29.5	7.1	7.5	26.8	13.2	54.2	22	1

ENVIRONMENTAL STUDY
RE: SARTOLI AVE.
SHOWING EXISTING
COUNTY AND TOWN
STORM SEWERS
TOWN OF ROTTERDAM
SCHENECTADY COUNTY
SCALE 1" = 100'
DATE: 11-8-74

ENGINEERING DEPT.

CASSELLA ROAD

KINGS ROAD

21" TOWN S.S.

PETER ROAD

18" COUNTY S.S.

18" TOWN S.S.

DEVENDORF ROAD

FRED ROAD

BILL ROAD

15" TOWN S.S.

15" COUNTY S.S.

DYE SHOWN
10-25-74
10:45 A.M.

DYE SHOWN
10-25-74
10:45 A.M.

15" TOWN S.S.

COMMUNITY ROAD

SHERWOOD ROAD

DYE TEST
10-23-74
11:15 A.M.

AREA EXCAVATED
AND 100' 4" PIPE REMOVED
AND SEALED
10-28-74

12" COUNTY S.S.
5-10 G.P.M.
AT TIME OF TEST

HIGH BRIDGE ROAD

DYE SHOWN
ON 10-23-74
2:45 P.M.

ILLEGAL HOOK-UP
FROM SEPTIC TO
STORM SEWER

MARCONI AVENUE

LISHA KILL

MARTINALLA AVENUE

VANDERBILT AVENUE

SARTOLI AVENUE

18" TOWN S.S.

TO CREEK

NEW YORK CENTRAL RAILROAD

ROMA AVE

Hamburg St Area

D-5

#20

E.P.

D-12

EXISTING CATCH BASIN
INV. EL. 344.98

348.0

18" ASPHALT COATED
CORR. IRON PIPE

CASSELLA ROAD

356.2

INV. EL.
348.06

350.7

GRADE .0026 pr. 1.0'

PETER ROAD

353.5

15" ASPHALT COATED
CORR. IRON PIPE

GRADE .005 pr. 1.0'

KINGS ROAD

FRED ROAD

353.2

BILL ROAD

352.2

DEVENDORF ROAD

INV. EL.
350.16

352.1

COMMUNITY ROAD

352.1

SHERWOOD ROAD

BRIDGE

HIGH BRIDGE ROAD

APPROX. 760'± 15" PIPE
APPROX. 1175 ± 18" PIPE

PROPOSED
STORM SEWER
DEVENDORF RD. - PETER RD
TO
KINGS ROAD
TOWN OF ROTTERDAM, SCHDY, CO. N.Y.
SCALE 1" = 100' SEPT. 2, 1955

James Wood
TOWN ENGINEER

D-5
#105

MAP
SHOWING TOPOGRAPHY
AT INTERSECTION OF KINGS RD. C.R. 1-R.
AND HIGH BRIDGE ROAD C.R. 2-R.
TOWN OF ROTTERDAM, SCHDY. CO. N.Y.

DEC 18 1956 SCALE HOR 1"=50'
VERT 1"=10'

JAMES WOOD
P.E. & L.S. #20062

REVISED JAN 7, 1957 dm
REVISED FEB. 18, 1957 d.m.

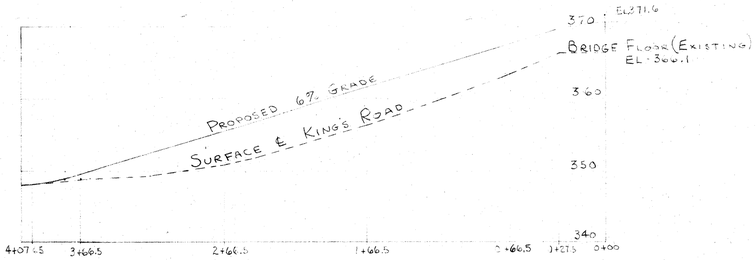
KINGS ROAD SECTIONS
SCALE HOR 1" = 20'
VERT 1" = 1'

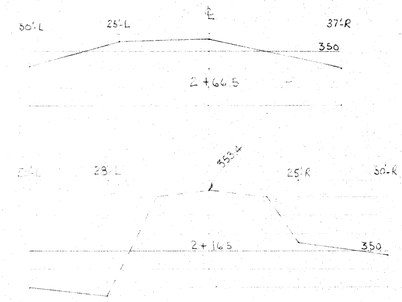
NORTH ACCORDING TO MAP OF FREDS COMMUNITY PLOT, MAP FILED MAY 6, 1949 IN SCHENECTADY COUNTY CLERKS OFFICE

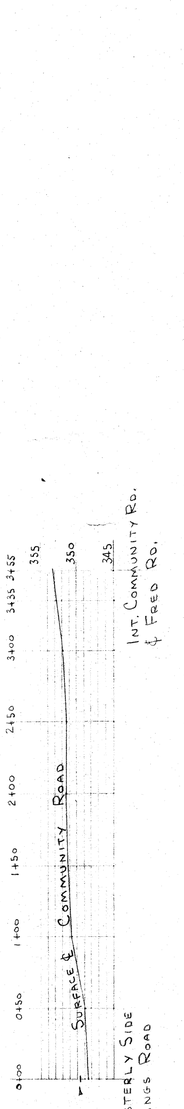
LEGEND

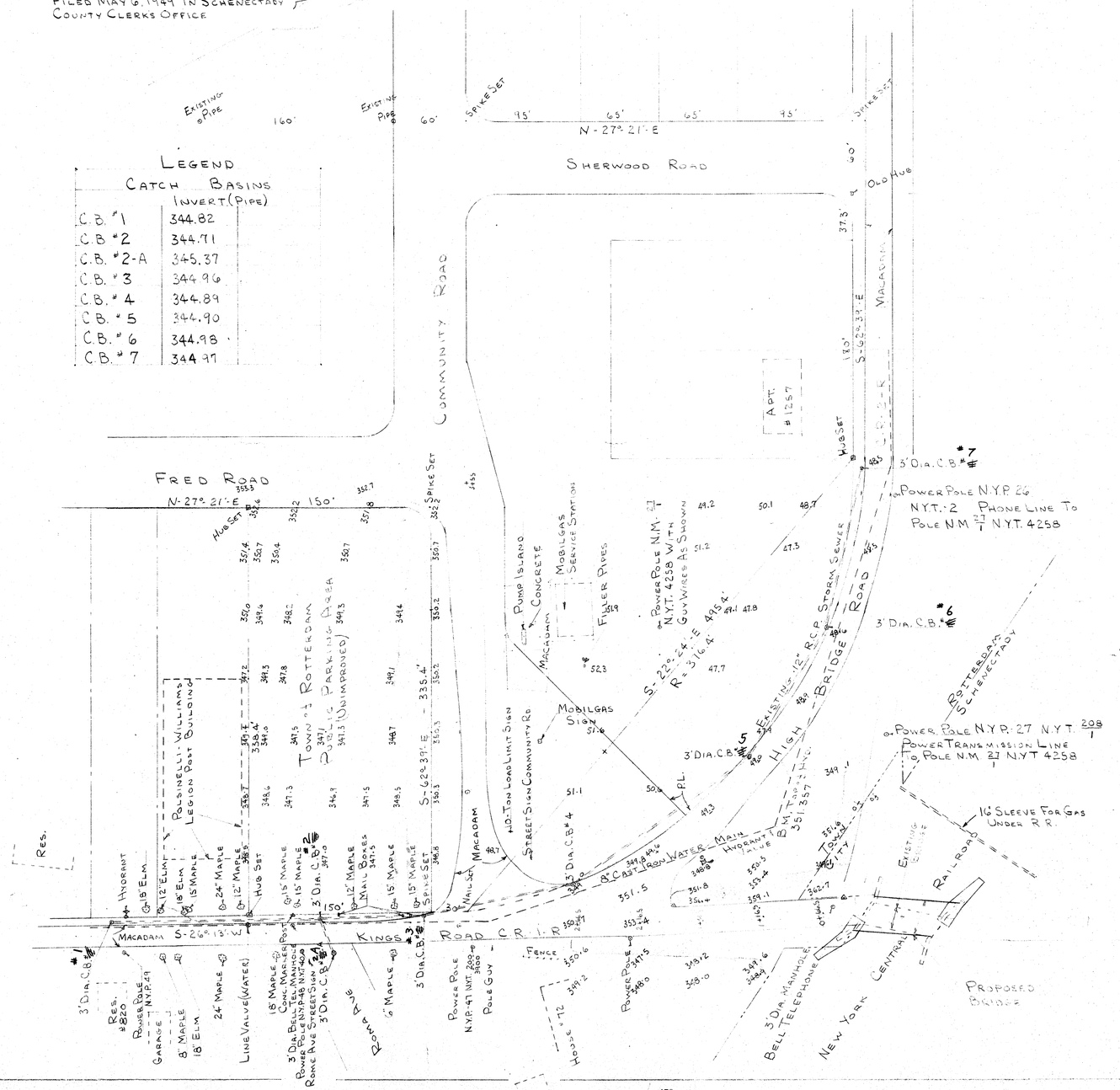
CATCH BASINS

	INVERT (PIPE)
C.B. #1	344.82
C.B. #2	344.71
C.B. #2-A	345.37
C.B. #3	344.96
C.B. #4	344.89
C.B. #5	344.90
C.B. #6	344.98
C.B. #7	344.97









Permits

Transmitted electronically to: mcollins@rotterdamny.org

February 16, 2023

Mollie A. Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

RE: Freshwater Wetland Permit (S-4)
DEC #4-4228-00310/00001
Stormwater Drainage Improvements
Kings Road, Sartoli Avenue and
Martinella Ave (Paper Street)
Town of Rotterdam, Schenectady County

Dear Supervisor Mollie A. Collins:

In response to your request, the above-referenced permit which authorizes 0.018 acres of impacts to freshwater wetland S-4, and 0.39 acres of impacts to the 100-foot adjacent area is hereby extended to **December 31, 2024**. All other terms and conditions of the original permit remain in effect. Please attach this extension letter to your original permit as proof of extension.

Please feel free to contact me by telephone at (518) 357-2459 or by e-mail at kate.kornak@dec.ny.gov if you have any questions or concerns.

Sincerely,

Kate Kornak

Kate Kornak
Regional Permit Administrator

cc: Kelsey Schumacher, Environmental Scientist

Upstate New York Section May 11, 2023

SUBJECT: Permit Application No. NAN-2020-00396-USH
by Rotterdam, Town of
Town of Rotterdam, Schenectady County, New York

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

Dear Ms. Collins:

This office has reviewed your Joint Application Form dated March 28, 2023, and the attached drawing entitled, “Wetland Delineation and Impact Plan”, and prepared by GPI. The submitted information describes a proposal that would consist of the following:

The discharge of fill material into approximately 0.02 acres of waters of the United States, including wetlands to facilitate the installation of stormwater pipes and outlet structures, including riprap for scour protection, along Kings Road, Sartoli Avenue, and Martinella Avenue as part of improvements associated with stormwater runoff and drainage.

Based upon the information provided, it appears that your proposed work may be authorized under Department of the Army nationwide general permit number: 43. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 13, 2021 (86 FR 2744).

The work may be performed without further authorization from this office provided the activity complies with the terms and conditions of the Nationwide Permits (NWP) and the permit conditions listed in Section B, No. 43, Section C, any applicable New York District regional conditions, and any applicable regional conditions added by the State of New York. Please note that NWP General Condition No. 12 requires the installation and maintenance of proper soil erosion and sediment controls during construction.

The 2022 Nationwide Permits, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

http://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/

Please review and familiarize yourself with all relevant terms and conditions of the nationwide permit prior to proceeding with your project, and subsequently ensure you adhere to all conditions through the duration of the project. If you do not have internet

access and require a specific paper copy, please contact the undersigned to request one be mailed to you. Please be sure to have your permit application number readily available when you call.

This verification is valid until March 14, 2026, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 14, 2026, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

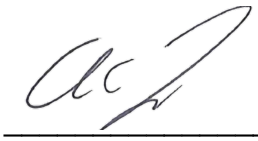
Please note that this determination does not eliminate the need to obtain any other Federal, State, or local authorizations required by law for the above described work, including any required permit from the NYSDEC.

In order for us to better serve you, please complete our Customer Service Survey located at:

http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx

Any inquiries can be directed to Ryan Mayer at (518) 266-6358.

Sincerely,



Project Manager
Upstate New York Section

Enclosure

Cf: NYSDEC, Region 4
Town of Rotterdam
Schumacher, K. - GPI

CENAN-OP-RU

NATIONWIDE PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM

Permittee: Rotterdam, Town of Permit No. NAN-2020-00396-USH

Date Permit Verification Issued: May 11, 2023

Location: Town of Rotterdam, Schenectady County, New York

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started: _____

Date Work Completed: _____

_____ _____
Signature of Permittee Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below **or EMAIL TO: cenan.rfo@usace.army.mil**

_____
_____
_____

Place Stamp Here

DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
ATTN: CENAN-OP-RU
Upstate Regulatory Field Office
1 Buffington St., Bldg. 10, 3rd Fl. North
Watervliet, New York 12189-4000

NEW YORK STATE OF OPPORTUNITY. Department of Health

KATHY HOCHUL
Governor

JAMES V. MCDONALD, M.D., M.P.H.
Commissioner

JOHANNE E. MORNE, M.S.
Acting Executive Deputy Commissioner

Sent via Email Only

November 16, 2023

Ryan J. Trunko, P.E.
Greenman-Pedersen, Inc.
80 Wolf Road
Albany, NY 12205

Re: NYSDOH Log No. 20769
Approval of Plans and Specifications
PWSID #NY4600069
Sartoli Avenue Improvements
Rotterdam, Schenectady County

Dear Ryan J. Trunko, P.E.:

The engineering report and plans for the above referenced project are hereby approved with conditions noted below. The project is funded by a SAM grant from DASNY and includes installation of approximately 530 feet of PVC watermain on Sartoli Avenue connecting to Kings Avenue. Seven (7) service connections and five (5) hydrants will be added.

We call your attention to the Standard Conditions of the enclosed form DOH-1017, "Approval of Plans for Public Water Supply Improvement". A digital copy of the approved plans is being sent to you and the Local Health Department.

Sincerely,

Rebecca Rilling, E.I.T.
Assistant Engineer, Design Section
Bureau of Water Supply Protection

cc: D. MacElrath and R. Swider - NYS DOH Capital Area
D. DiCarlo - Schenectady County DOH

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Public Water Supply Protection

Approval of Plans for Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

1. Applicant	2. Location of Works (C, V, T)	3. County	4. Water District (Specific Area Served)
Rotterdam	**Rotterdam (T)**	**Schenectady County**	

5. Type of Project

☒ 7 Distribution

☐ 1 Source ☐ 3 Pumping units ☐ 5 Fluoridation ☐ 8 Storage

☐ 2 Transmission ☐ 4 Chlorination ☐ 6 Other Treatment ☐ 9 Other

Remarks: NYSDOH Log No. 20769

The project includes installation of approximately 530 feet of PVC watermain on Sartoli Avenue connecting to Kings Avenue. Seven (7) service connections will be added.

By initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

Standard Conditions:

a. THAT the proposed works shall be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.

b. THAT the proposed works shall be constructed in accordance with all applicable Federal, State and local regulations.

c. THAT if construction of the proposed project has not commenced within five years from the date of this approval, the NYSDOH reserves the right to require the applicant to re-apply for plan approval, including the submission of an updated DOH-348 form (Application for Approval of Plans), engineering report, plans, specifications, and any other pertinent documentation.

d. THAT the proposed works shall not be placed into operation until the engineer of record certifies that construction has been completed in accordance with the approved plans and specifications and an Approval of Competed Works (CWA) is issued, in accordance with Part 5 of the New York State Sanitary Code. The engineer shall submit DOH form 5025 (Engineer's Certification of Public Water Improvement Project Completion) and relevant supporting documentation prior to issuance of the CWA.

e. THAT the engineer of record shall provide a set of as-built drawings to the water system owner; and that the water system owner shall maintain and update these documents as needed.

SPECIAL CONDITIONS: ***NONE***

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

November 16, 2023 — David S. Phillips P.E.

Date

Designated Representative
David S. Phillips, P.E.
Chief, Design Section
Bureau of Water Supply Protection

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Public Water Supply Protection

Approval of Plans for Public Water Supply Improvement

General

6. Type of Ownership	☐ 68 Private – Other	☐ 1 Authority	☐ 30 Interstate	
☒ Municipal	☐ Commercial	☐ Private – Institutional	☐ 19 Federal	☐ 40 International
☐ Industrial	☐ 9 Water Works Corp.	☐ 26 Board of Education	☐ 20 State	☐ 18 Indian reservation

7. Estimated Total Cost $90,000	8. Population Served approximately 20 (7 services)	9. Drainage Basin

10. Federal Aid Involved? ☐ 1 Yes ☒ 2 No	11. WWA Project? ☐ 1 Yes ☒ 2 No

Source

12. ☐ Surface Name: Class: ☐ Ground Name: Class:	13. Est. Source Development Cost $0
14. Safe Yield:	15. Description:

Treatment

16. Type of Treatment	☐ 1 Aeration	☐ 4 Sedimentation	☐ 7 Iron Removal	☐ 10 Softening
	☐ 2 Microstrainers	☐ 5 Clarifiers	☐ 8 Chlorination	☐ 11 Corrosion Control
	☐ 3 Mixing	☐ 6 Filtration	☐ 9 Fluoridation	☐ 12 Other

17. Name of Treatment Works	18. Max. Treatment Capacity	19. Grade of Plant Operator Req.	20. Est. Cost Included

21. Description:

Distribution

22. Type of Project ☐ 1 Cross Connection ☐ 2 Interconnection ☐ 3 Transmission ☐ 4 Fire Pump Cl_2 ☒ 5 Distribution Mains ☐ 6 Other	23. Type of Storage Elevated _____ gallons Underground_____gallons	24. Est. Distribution Cost $90,000
25. Anticipated Distribution System Demand: 3.69 MGD Avg. 8.85 MGD Max. (2021)		26. Designed for fire flow? ☒ 1 Yes ☐ 2 No

27. Description:

The project includes installation of approximately 530 feet of PVC watermain on Sartoli Avenue connecting to Kings Avenue. Seven (7) service connections and approximately five hydrants will be added.

State Funding

DocuSign Envelope ID: 783C03BC-E6C6-4F94-8E65-9279EC219589

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):	515 Broadway Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org
THE GRANTEE:	Town of Rotterdam 1100 Sunrise Blvd. Rotterdam, New York 12306 Contact: Mollie Collins Phone: (518) 355-7575 Email: mcollins@rotterdamny.org
THE PROJECT:	Construction of a Water Line along Sartoli Avenue

PROJECT LOCATION(S):	**ADDRESS:**
Town of Rotterdam	Various, Rotterdam, 12303
GRANT AMOUNT:	$125,000.00
FUNDING SOURCE:	State and Municipalities("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE: 8/4/2022

EXPIRATION DATE OF THIS AGREEMENT: 3 YEARS FROM DASNY EXECUTION DATE

Project ID: 24356
Grantee ID: 1024
FMS#: 135768

DocuSign Envelope ID: 783C03BC-E6C6-4F94-8E65-9279EC219589

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;

ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or

iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

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4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and

b) The requirements of the SAM Program have been met; and

c) The monies required to fund the Grant have been received by DASNY; and

d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.

e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (https://grantsmanagement.ny.gov/) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:

i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and

iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

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b) Payment on Invoice:

i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:

1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and

3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.

ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

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statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

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a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.

b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.

c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.

d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.

f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.

g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.

h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.

j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

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l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (https://grantsmanagement.ny.gov/).

m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

p) The Grant shall not be used in any manner for any of the following purposes:

i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

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iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

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determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.

ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.

iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.

iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.

vi. The Grantee abandons the Project prior to its completion.

vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

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viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

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16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

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Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

This agreement is entered into as of the latest date written below:

GRANTEE: **Town of Rotterdam**

DocuSigned by:
Mollie Collins
3511CD65276F4A0...

(**Signature of Grantee Authorized Officer**)

Mollie Collins Supervisor Town of Rotterdam

(Printed Name and Title)

Date: 3/20/2023

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(**Signature of DASNY Authorized Officer**)

(Printed Name)

Date:

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	**FINAL LEGAL REVIEW**
APPROVED FOR LEGAL REVIEW: DS VB	APPROVED FOR SIGNATURE:
DATE: 3/21/2023	DATE:

DocuSign Envelope ID: 783C03BC-E6C6-4F94-8E65-9279EC219589

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

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EXHIBIT A: Project Budget

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

USE OF FUNDS	TIMELINE		SOURCES			
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	
Project Description*	*Start*	*End*	*Amount*	*Amount*	*Amount*	**Total**
Construction of a Water Line along Sartoli Avenue	09/12/2023	12/31/2024	$125,000.00	$0.00	$0.00	$125,000.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

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EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

Ladies and Gentlemen:

I have acted as counsel to Town of Rotterdam (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

X By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:
Courtney E. Heinel
4E3A59DAC513498...

Courtney E. Heinel Roemer Wallens Gold & Mineaux LLP

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response . If **"Approved as to form"** is checked, the Attorney will DocuSign form. If **"Approved – Legal Opinion attached"** is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

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EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) You are acknowledging the following regarding the included Grantee Questionnaire:

- This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

- The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire**.**

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DASNY OFFICE USE ONLY	
GQ Review	
DS AI	9/22/2022

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1.	Grantee (Legally Inc. Name):	Town of Rotterdam
2.	Federal Employer ID No. (FEIN):	146002410
3.	Website Address:	www.rotterdamny.org
4.	Business E-mail Address:	pcomenzo@rotterdamny.org
5.	Principal Place of Business Address:	1100 Sunrise Boulevard
6.	Telephone Number:	518-355-7575
7.	Type of Entity (Please select appropriate response):	

a) County

b) City

c) X Town

d) Village

e) Public Benefit Corporation

f) Fire District

g) School District

h) Soil or Water Conservation District

i) Community College

j) Public Library

k) BOCES

l) Other Please Specify: _____

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SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.

2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.

3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse,(ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.

6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes X No

   If answer is "**Yes**", Please explain:

The Town retained the services of an engineering firm Greenman Pedersen Inc. to prepare a Map, Plan, and Report for the Sartoli Avenue Water District Extension. These services were not directly undertaken to secure grant funding however the document indirectly assisted to outline the need and financial aspects of the project.

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2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No X

If answer is "**Yes**", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes X No

a) If **"Yes"**, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes X No

If answer is "**No**", Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No X

If the answer is "**Yes**", please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes x No

   If the answer is "**No**", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is **"No"**, please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x

b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x

c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x

d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x

e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x

f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x

g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x

h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No X

i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No X

j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No X

k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No X

l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No X

m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No X

n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- Unemployment insurance or workers' compensation coverage or claim requirements Yes No X
- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No X

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No X

If "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

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4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No X

   If "**Yes**", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

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CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by: Peter Comenzo F93BABECC5604BF...	DocuSigned by: Mollie A. Collins 3511CD65276F4A0...
Signature of Authorized Officer	Signature of Authorized Officer
Peter Comenzo	Mollie Collins
Printed Name of Authorized Officer	Printed Name of Authorized Officer
Senior Planner - Grant Coordinator	Supervisor Town of Rotterdam
Title of Authorized Officer	Title of Authorized Officer
9/19/2022	9/20/2022
Date Signed	Date Signed

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EXHIBIT D: Disbursement Terms

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation* ***do NOT*** *qualify as invoices*.

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

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EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

For Office Use Only:
FMS#: 135768

Payment Request #

For work completed between __/__/__ and __/__/__

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
$	$125,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

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EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of theTown of Rotterdam, for Project #24356.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_____ attached hereto in the amount of $_____ for which Town of Rotterdam, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Rotterdam (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Rotterdam. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**

- ☐ Readable copies of both front and back of canceled checks.
- ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
- ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
- ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
- ☐ Other:

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ Date _____

Print Name: _____

Title: _____

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EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Construction of a Water Line along Sartoli Avenue
Project No. 24356

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR		
2)	☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR		

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3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (___)_____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ Title: _____

DocuSign Envelope ID: 783C03BC-E6C6-4F94-8E65-9279EC219589

EXHIBIT E-2: Payment Requisition Back-up Summary

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

DocuSign Envelope ID: 783C03BC-E6C6-4F94-8E65-9279EC219589

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

   a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

   b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.

2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.

3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.

4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

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NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action
Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")
Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party
Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of $1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member
Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

(a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;

(b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;

(c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

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(d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

(e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

(f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and

(g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

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Certificate Of Completion

Envelope Id: 783C03BCE6C64F948E659279EC219589
Status: Sent
Subject: 24356 - Town of Rotterdam - DASNY Grant Disbursement Agreement - Signature Required
Grantee ID:
Project ID: 24356
Source Envelope:
Document Pages: 32
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 1
Vincent Blond
AutoNav: Enabled
515 Broadway
EnvelopeId Stamping: Enabled
Albany, NY 12207
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
vblond@dasny.org
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3/16/2023 3:16:06 PM
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Vincent Blond vblond@dasny.org President and CEO DASNY Security Level: Email, Account Authentication (None)	DS VB Signature Adoption: Pre-selected Style Using IP Address: 144.121.77.34	Sent: 3/20/2023 3:55:57 PM Viewed: 3/21/2023 8:52:42 AM Signed: 3/21/2023 8:53:56 AM
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DASNY Legal Reviewers Signing Group: DASNY Legal Reviewers Security Level: Email, Account Authentication (None)		Sent: 3/21/2023 8:53:59 AM
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Signer Events	Signature	Timestamp
DASNY Authorized Officers		
Signing Group: DASNY Authorized Officers Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

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Editor Delivery Events	Status	Timestamp

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Intermediary Delivery Events	Status	Timestamp

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Accounts Payable apgrants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Grants Staff grants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

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Notary Events	Signature	Timestamp

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Payment Events	Status	Timestamps

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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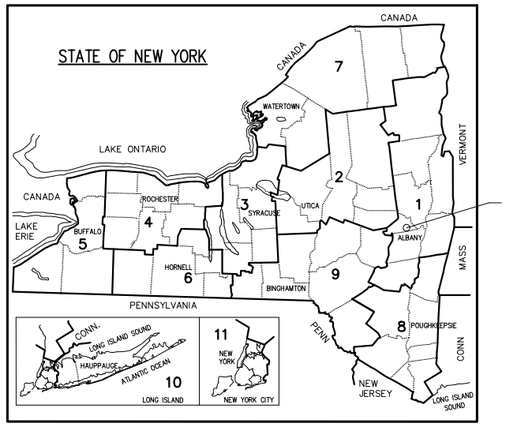
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DESIGN SUPERVISOR R. TRUNKO | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | DRAFTING A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO



PROJECT LOCATION

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM

TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NY

DECEMBER 2023

THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE NYSDOT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEET(S) UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE STANDARD SPECIFICATIONS (US CUSTOMARY) REFERENCED IN THE CONTRACT PROJECT "PROPOSAL" EXCEPT AS MODIFIED BY THESE PLANS OR BY CHANGES SET FORTH IN THE CONTRACT PROJECT "PROPOSAL."

CONSTRUCTION DOCUMENTS

CONTRACTOR'S NAME _____

AWARD DATE _____

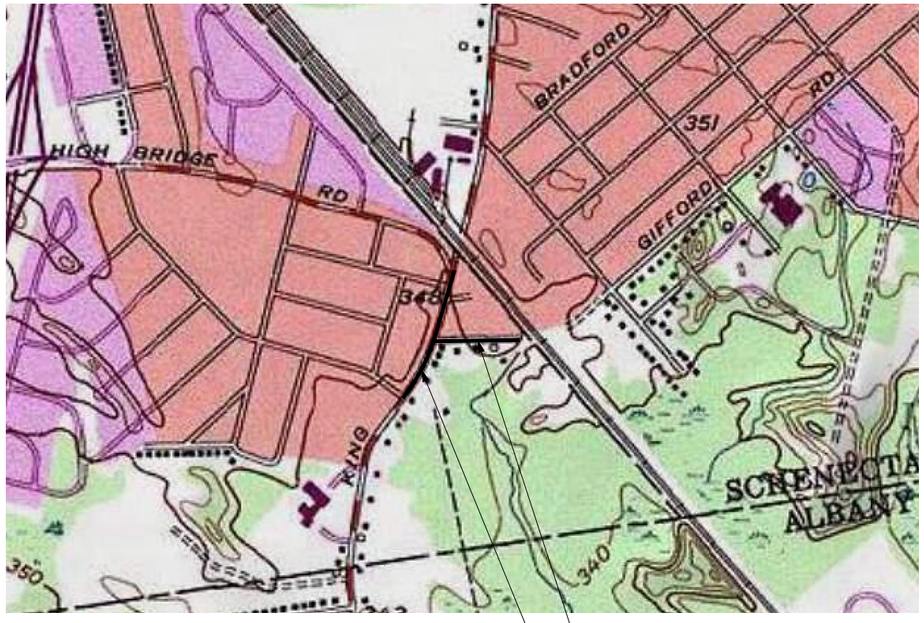
COMPLETION DATE _____

FINAL ACCEPTANCE DATE _____

REGIONAL DIRECTOR _____

ENGINEER IN CHARGE _____

FINAL COST TOTAL _____



PROJECT LOCATION
NOT TO SCALE

APPROVED BY

MOLLIE A. COLLINS
TOWN OF ROTTERDAM, SUPERVISOR

DATE

PREPARED AND RECOMMENDED BY: RYAN TRUNKO, PE

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXPIRES: 03/31/2026

GPI

GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS
80 WOLF ROAD, SUITE 300
ALBANY, NY 12205

SARTOLI AVE & KINGS ROAD
DRAINAGE IMPROVEMENTS
TOWN OF ROTTERDAM

SCHENECTADY COUNTY

FED. ROAD REG. NO.	STATE	SHEET NO.	TOTAL SHEETS
1	N.Y.	1	27

CAPITAL PROJECT IDENTIFICATION NO. N/A

INDEX ON SHEET NO. 2

DESIGN SUPERVISOR F. MASTROIANNI | DRAFTING A. LAPOLT | CHECK C. CORNWELL | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO

EXISTING CONDITIONS LEGEND:

- PROPERTY LINE
- SETBACK LINE
- WETLAND BOUNDARY
- TEST PIT LOCATION
- SOIL BORING LOCATION

DEMOLITION LEGEND:

- DISTURBANCE LIMITS
- EXISTING BUILDING OUTLINE
- SAWCUT LINE
- REMOVE LINEAR ITEM
- WETLAND PROTECTION FENCING
- EXISTING PAVEMENT AREA TO BE REMOVED
- EXISTING GRAVEL AREA TO BE REMOVED
- EXISTING STRUCTURE TO BE REMOVED
- CLEAR AND GRUB EXISTING VEGETATION
- EXISTING ITEM TO BE REMOVED
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCE

LIGHTING AND LANDSCAPING LEGEND:

- STORMWATER MANAGEMENT AREA
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- PROPOSED SHRUBS
- AB — PLANT TYPE
- XX — QUANTITY OF PLANT
- PROPOSED LIGHT POST

EROSION AND SEDIMENT CONTROL LEGEND:

- SF — PROPOSED SILT FENCE
- PROPOSED COMPOST FILTER SOCK
- WETLAND PROTECTION FENCING
- PROPOSED RIP-RAP STONE
- PROPOSED JUTE MESH
- FILTER FABRIC DROP INLET PROTECTION

SITE LAYOUT LEGEND:

- PROPOSED BUILDING OUTLINE
- ROAD CENTERLINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED ORNAMENTAL FENCE
- PROPOSED TIMBER BARRIER RAIL
- PROPOSED BOX BEAM GUIDERAIL
- STORMWATER MANAGEMENT AREA
- PROPOSED ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED RIP-RAP STONE
- PROPOSED SIGN
- # PROPOSED PARKING COUNT

GRADING LEGEND:

- SWALE LINE
- PROPOSED RIP-RAP STONE
- 125 — MAJOR CONTOUR
- 124 — MINOR CONTOUR
- 124.75 — SPOT ELEVATION

UTILITY LEGEND:

- SWALE LINE
- ST — STORM PIPE
- RD — ROOF DRAIN
- UD — UNDER DRAIN
- FD — FOUNDATION DRAIN
- SA — SANITARY PIPE
- FM — SANITARY FORCE MAIN
- W — WATER LINE
- G — GAS MAIN
- UE — UNDERGROUND ELECTRIC
- OHW — OVERHEAD WIRE
- T — TELECOMMUNICATION LINE
- FO — FIBER OPTIC CABLE
- C — PROPOSED CATCH BASIN
- D — PROPOSED DRAINAGE MANHOLE
- S — PROPOSED SANITARY MANHOLE
- PROPOSED CLEANOUT
- FIRE HYDRANT
- PROPOSED WATER VALVE
- UTILITY POLE
- PROPOSED LIGHT POST

ABBREVIATIONS:

TF	TOP OF FRAME
HP	HIGH POINT
LP	LOW POINT
TC	TOP OF CURB
BC	BOTTOM OF CURB
INV	INVERT
ME	MATCH EXISTING
TW	TOP OF RETAINING WALL
BW	BOTTOM OF RETAINING WALL

INDEX

TOTAL NUMBER OF SHEETS 24

SHEET NUMBER	DESCRIPTION	DRAWING NUMBER
1	TITLE SHEET	COVER
2	LEGEND, INDEX AND ABBREVIATIONS	LEG-1
3	TYPICAL SECTIONS	TYP-1
4	WORK DETOUR PLAN	WZT-1
5	GENERAL NOTES	GNN-1
6	TEMPORARY EROSION CONTROL NOTES	ECN-1
7-10	MISCELLANEOUS DETAILS	MSD-1 TO MSD-4
11-13	MISCELLANEOUS TABLES	MST-1 TO MST-3
14-22	GENERAL PLANS	GNP-0 TO GNP-8
23-27	PROFILES	PRO-1 TO PRO-5

New York State Department of Transportation Standard Sheets

The following NYSDOT standard sheets marked with an "X" apply to this project.

X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.
X	203-01		502-05		606-04		606-33	X	645-01		655-05		680-10
	203-02		502-06		606-05		606-36		645-02		655-06		680-11
	203-03		502-07		606-06		606-37	X	645-03		655-07		680-12
X	203-04		502-08		606-07		606-38		645-05		655-08		680-13
X	203-05		502-09		606-08		606-40		645-06	X	663-01		680-14
	204-01		502-10		606-09		606-41		645-07	X	663-02		680-16
X	209-01		502-11		606-10		606-42		645-09	X	663-03		680-17
	209-02		502-12		606-11		606-43		645-10	X	663-04	X	685-01
X	209-03		502-13		606-13		606-44		645-11	X	663-05		
	209-04		502-14		606-14		607-01		645-12		663-06		
	209-05		554-01		606-15	X	607-04		645-14	X	663-07		
	209-06		554-02		606-18		607-05		646-11		664-01		
	209-07		601-01		606-19	X	607-06		646-12		670-01		
	212-01	X	603-01		606-20		608-01		646-13		670-02		
	212-02	X	603-02		606-21		608-02		646-14		670-03		
	212-03		603-03		606-22	X	608-03		646-15		680-01		
	212-04	X	603-04		606-24		608-07		646-16		680-02		
	212-05		603-05		606-25		609-01		649-02		680-03		
X	402-01		604-01		606-27		611-01		649-03		680-04		
	502-01	X	604-02		606-28		624-01		649-04		680-05		
	502-02		605-01		606-29		625-01		655-01		680-06		
	502-03		606-01		606-31		630-01		655-02		680-07		
	502-04		606-02		606-32		632-01	X	655-04		680-08		

The officially adopted New York State Department of Transportation Standard Sheets book is available on the NYSDOT website at:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc

New York State Department of Transportation - 619 Standard Sheets

The following NYSDOT standard sheets marked with an "X" apply to this project.

X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.
	619-001		619-091		619-060		619-325		619-518
X	619-002		619-110		619-305		619-401		619-519
	619-004		619-111		619-306		619-402		619-520
X	619-010		619-112		619-307		619-403		619-523
X	619-011		619-113		619-308		619-407		619-524
X	619-012		619-114		619-309		619-410		
	619-021		619-201		619-310		619-412		
	619-022		619-202		619-311		619-414		
	619-024		619-203		619-312		619-415		
	619-025		619-205		619-313		619-416		
	619-026		619-206		619-314		619-417		
	619-031		619-207		619-315		619-418		
	619-033		619-208		619-316		619-421		
	619-034		619-209		619-317		619-422		
	619-041		619-211		619-318		619-423		
	619-042		619-212		619-319		619-501		
	619-043		619-301		619-321		619-502		
	619-044		619-302		619-322	X	619-503		
X	619-060		619-303		619-323		619-504		
	619-080		619-304		619-324		619-517		

The officially adopted New York State Department of Transportation Standard Sheets book is available on the NYSDOT website at:

https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc

AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

LEGEND

CONTRACT NUMBER

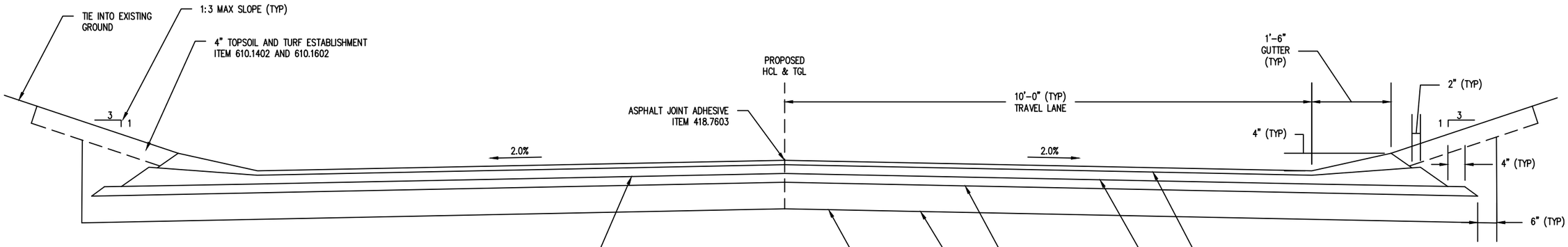
DRAWING NO. LEG-1
SHEET NO. 2

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | DRAFTING A. LAPOLT | CHECK C. CORNWELL | JOB MANAGER R. TRUNKO | DESIGN R. TRUNKO | PROJECT MANAGER C. CORNWELL | CHECK A. LAPOLT | DESIGN R. TRUNKO | PROJECT MANAGER C. CORNWELL



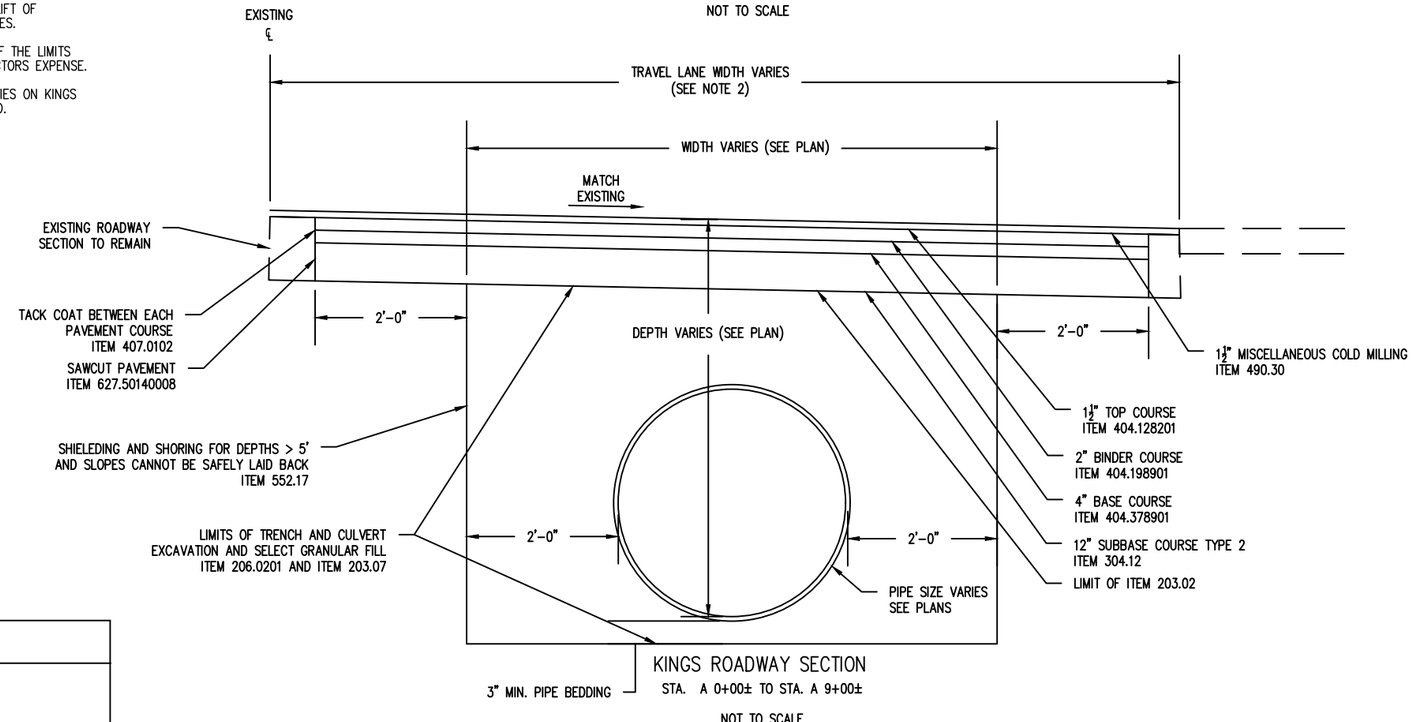
SARTOLI AVE ROADWAY SECTION

STA. A 0+20± TO STA. A 5+70±

NOT TO SCALE

GENERAL NOTES

1. ITEM 203.03 SHALL BE PROVIDED WHERE FILL IS NEEDED TO TRANSITIN EXISTING AND PROPOSED SIDE SLOPES.
2. THE MILLING AND OVERLAY LIMITS SHALL BE FROM EDGE OF ROADWAY PAVEMENT TO CENTERLINE OF ROADWAY.
3. TOPSOIL AND TURF ESTABLISHMENT SHALL BE PLACED ON ALL DISTURBED GROUND A.O.B.E.
4. TACK COAT SHALL BE APPLIED BETWEEN EACH LIFT OF ASPHALT AND BETWEEN MILLED AND VERTICAL SURFACES.
5. ANY DAMAGE TO EXISTING PAVEMENT OUTSIDE OF THE LIMITS SHOWN SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
6. DUE TO THE EXISTENCE OF UNDERGROUND UTILITIES ON KINGS ROAD VIBRATORY COMPACTION SHALL NOT BE ALLOWED.



KINGS ROADWAY SECTION

STA. A 0+00± TO STA. A 9+00±

NOT TO SCALE

AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:	ALTERED BY: ON:
STATE OF NEW YORK · RYAN J. TRUNKO · 093733 · LICENSED PROFESSIONAL ENGINEER · EXPIRES: 03/31/2026	

AS–BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM COUNTY: SCHENECTADY TOWN: ROTTERDAM			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER
				TYPICAL SECTIONS	DRAWING NO. TYP–1 SHEET NO. 3

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SIGN SCHEDULE

SIGN NO.	SIGN FACE	NUMBER	MIN SIZE	COLORS BCK GRND	COLORS LEGEND
1	DETOUR 500 FT	W20-2	36"x36"	ORANGE	BLACK
2	ROAD CLOSED 1000 FT	W20-3R	36"x36"	ORANGE	BLACK
3	ROAD CLOSED 500 FT	W20-3R	36"x36"	ORANGE	BLACK
4	ROAD CLOSED TO THRU TRAFFIC DETOUR	R11-4 M4-10L	60"x30" 48"x18"	WHITE ORANGE	BLACK BLACK
5	ROAD CLOSED TO THRU TRAFFIC DETOUR	R11-4 M4-10R	60"x30" 48"x18"	WHITE ORANGE	BLACK BLACK
6	DETOUR KINGS RD. ⇧	M4-8 D3-1 M6-3	24"x12" VARIESx12" 21"x15"	ORANGE ORANGE WHITE	BLACK BLACK BLACK
7	DETOUR ⇨	M4-9R	30"x24"	ORANGE	BLACK
8	DETOUR ⇦	M4-9L	30"x24"	ORANGE	BLACK
9	END DETOUR	M4-8a	24"x18"	ORANGE	BLACK

SIGNAGE NOTES:

1. ALL SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE NYSDOT STANDARD SPECIFICATIONS, SECTION 619 AND THE "NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" – 2009 EDITION AND THE "NYS SUPPLEMENT."
2. SIGN POST SHALL BE IN ACCORDANCE W/ NYSDOT STANDARD SPECS SECTION 730.
3. SIGN MOUNTING HEIGHT SHALL BE A MINIMUM OF 7'. MINIMUM MOUNTING HEIGHT MAY BE ADJUSTED ONLY IN ACCORDANCE WITH PROVISIONS OUTLINED IN THE "NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" – 2009 EDITION AND THE "NYS SUPPLEMENT."
4. WZTC DETOUR SIGNAGE SHALL BE IN ACCORDANCE WITH NYSDOT STANDARD SHEET 619-503
5. ACCESS TO ALL DRIVEWAYS ON KINGS ROAD, SARTOLI AVENUE, AND ROME AVENUE MUST BE MAINTAINED AT ALL TIMES.
6. SIGN NUMBERS 4 AND 5 SHALL BE MOUNTED ON TYPE III CONSTRUCTION BARRICADES.
7. DETOUR SIGNS MAY NEED TO BE MODIFIED DUE TO THE DETOUR PLAN ASSOCIATED WITH THE CLOSURE OF THE KINGS ROAD BRIDGE.
8. FLAGGERS AND OTHER DEVICES WILL NEED TO BE PROVIDED TO MAINTAIN LOCAL TRAFFIC ON KINGS ROAD, SARTOLI AVENUE, AND ROME AVENUE. COST TO BE INCLUDED UNDER ITEM 619.01.

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DETOUR PLAN

CONTRACT NUMBER

DRAWING NO. WZT-1
SHEET NO. 4

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TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI · JOB MANAGER R. TRUNKO · DESIGN A. LAPOLT · CHECK · DRAFTING A. LAPOLT · CHECK C. CORNWELL · PROJECT MANAGER C. CORNWELL · CHECK R. TRUNKO

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GENERAL NOTES

1. MATERIAL AND CONSTRUCTION SPECIFICATIONS: "STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS". NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) OFFICE OF ENGINEERING, DATED JANUARY 1, 2023 WITH CURRENT ADDITIONS AND MODIFICATIONS, SHALL BE IN EFFECT FOR THIS PROJECT.
2. CURRENT NATIONAL "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) WITH NEW YORK STATE SUPPLEMENT SHALL BE IN EFFECT FOR THIS PROJECT.
3. ADDITIONAL NOTES MAY BE FOUND ON SUBSEQUENT DRAWINGS. SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC DRAWING THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN.
4. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF THE WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH THE FIELD CONDITIONS AND A.O.B.E.
5. THE CONTRACTOR SHALL EXAMINE AND VERIFY IN THE FIELD ALL EXISTING CONDITIONS AND DIMENSIONS WITH THOSE SHOWN ON THE PLANS. THE CONTRACTOR SHALL USE THE FIELD CONDITIONS AND DIMENSIONS, AND MAKE THE APPROPRIATE CHANGES TO THOSE SHOWN ON THE PLANS AS APPROVED BY THE ENGINEER. THE RESULTS OF THIS CHECK OF CONDITIONS AND DIMENSIONS SHALL BE SO NOTED ON THE DRAWINGS SUBMITTED FOR APPROVAL.
6. THERE SHALL BE NO CLAIM AGAINST THE TOWN OR COUNTY BY THE CONTRACTOR FOR WORK PERTAINING TO MODIFICATIONS AS MAY BE REQUIRED DUE TO ANY DIFFERENCE BETWEEN ACTUAL FIELD CONDITIONS AND THOSE SHOWN BY THE DETAILS AND DIMENSIONS ON THE CONTRACT PLANS. THE CONTRACTOR WILL BE PAID AT THE UNIT BID PRICE FOR THE ACTUAL QUANTITIES OF MATERIALS USED OR FOR THE WORK PERFORMED, AS INDICATED BY THE VARIOUS ITEMS IN THE CONTRACT.
7. AT ALL TIMES, THE CONTRACTOR SHALL TAKE MEASURES TO PROVIDE POSITIVE DRAINAGE OF SURFACE RUNOFF FROM THE TRAVEL LANES AND CONTROL OF THE RUNOFF TO PREVENT EROSION, POLLUTION, SEDIMENTATION OR OTHER DISCHARGES WHICH WOULD AFFECT PROPERTIES ADJACENT TO THE WORK SITE. ALL MEASURES TAKEN TO PROVIDE POSITIVE DRAINAGE SHALL BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
8. THE CONTRACTOR SHOULD NOTE THAT ADDITIONAL WORK MAY BE REQUIRED AS THE CONTRACT PROGRESSES WHICH IS NOT SHOWN OR NOTED ON THE PLANS. THIS WORK SHALL BE PERFORMED BY THE CONTRACTOR AS ORDERED BY THE ENGINEER AND PAYMENT SHALL BE MADE IN ACCORDANCE WITH SECTION 100 OF THE NYSDOT STANDARD SPECIFICATIONS BOOK.
9. THE CLEARING AND GRUBBING ITEM SHALL CONSIST OF THE REMOVAL OF THE BRUSH AND TREE STUMPS WITHIN THE PROJECT LIMITS WHERE INDICATED ON THE PLANS AND A.O.B.E. IN ADDITION, TREE BRANCHES OVERHANGING THE EDGE OF THE PAVEMENT SHALL BE TRIMMED BACK TO PROVIDE A 16.0 FOOT VERTICAL CLEARANCE. THE COST OF THIS WORK SHALL BE INCLUDED UNDER ITEM 201.07–CLEARING & GRUBBING. SEE ADDITIONAL NOTES IN THIS DWG.
10. NO PAYMENT SHALL BE MADE FOR WORK CALLED FOR BY NOTES ON THE PLANS, IN THE SPECIFICATIONS, OR UNDER THE HEADING GENERAL NOTES UNLESS PAYMENT IS SPECIFICALLY INDICATED BY ITEM NUMBER. THE COST OF WORK FOR WHICH NO SEPARATE PAYMENT IS INDICATED SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE VARIOUS ITEMS IN THE CONTRACT.
11. WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE PRICE BID FOR THOSE ITEMS.
12. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORTS, BRACING OR OTHER DEVICES THAT MAY BE REQUIRED OR THAT MAY BE DIRECTED BY THE ENGINEER TO PROTECT THE SAFETY OF ADJACENT STRUCTURES, ROADWAYS OR THE VARIOUS ITEMS IN THE CONTRACT. NO SEPARATE PAYMENT SHALL BE MADE.
13. PAVED AREAS DISTURBED BY THE CONTRACTOR AS PART OF WORK TO BE PERFORMED UNDER THIS CONTRACT, SHALL BE RESTORED TO AN ACCEPTABLE CONDITION AS SPECIFIED BY AND SATISFACTORY TO THE ENGINEER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATIONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107.05 "SAFETY & HEALTH REQUIREMENTS" OF THE NYSDOT STANDARD SPECIFICATIONS. IN ADDITION, A MINIMUM OF 1–INCH THICK PLATE WILL BE REQUIRED OVER ALL EXCAVATIONS THAT ARE TO BE COVERED (A.O.B.E.). THE PLATES SHALL BE SECURELY FASTENED DOWN TO THE SATISFACTION OF THE ENGINEER AND SHALL BE STRUCTURALLY CAPABLE OF CARRYING ALL IMPOSED LOADS. THE COST SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
15. PROVISIONS TO DE–WATER EXCAVATIONS, DUE TO CONSTRUCTION OPERATIONS ALONG THE PROJECT MAY BE REQUIRED. THERE SHALL BE NO SEPARATE PAYMENT FOR ANY DE–WATERING SYSTEMS. COST SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
16. THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES, WITHIN THE CONTRACT LIMITS, CLEAN AND FULLY OPERATIONAL AT ALL TIMES (A.O.B.E.). THIS WORK SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
17. THE CONTRACTOR SHALL PROVIDE SURVEY AND STAKEOUT AS REQUIRED AND IN ACCORDANCE WITH SECTION 625 OF THE STANDARD SPECIFICATIONS. COST FOR THIS WORK SHALL BE INCLUDED UNDER ITEM 625.01–SURVEY OPERATIONS.
18. THE CONTRACTOR IS TO VISIT THE SITE BEFORE BIDDING TO BECOME FAMILIAR WITH THE PRESENT CONDITIONS AND TO JUDGE THE EXTENT AND NATURE OF THE WORK TO BE DONE UNDER THIS CONTRACT. NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF FAILURE TO INCLUDE IN THE BID ALL ITEMS AND MATERIALS WHICH ARE REQUIRED TO BE FURNISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
19. THE CONTRACTOR IS REQUIRED TO PROTECT WORKERS AT ALL TIMES IN CONFORMANCE WITH APPLICABLE OSHA REGULATIONS.
20. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER AS TO PREVENT OR REDUCE TO A MINIMUM, ANY DAMAGE TO THE VARIOUS WATER BODIES FROM POLLUTION BY DEBRIS, SEDIMENT OR OTHER FOREIGN MATERIALS, OR FROM MANIPULATION OF EQUIPMENT AND/OR MATERIALS IN OR NEAR SUCH STREAMS. THE CONTRACTOR SHALL NOT RETURN DIRECTLY TO A STREAM ANY WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BECOME POLLUTED WITH SAND, SILT, CEMENT, OIL OR OTHER IMPURITIES.
21. WATERING NEEDED FOR VEGETATION AND OTHER LANDSCAPING ITEMS SHALL BE INCLUDED UNDER EACH RESPECTIVE ITEMS IN THE CONTRACT.
22. DETAILS ON THE DRAWINGS LABELED AS 'NOT TO SCALE' ARE INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL CLARITY. ALL OTHER DETAILS FOR WHICH NO SCALE IS SHOWN ARE DRAWN PROPORTIONALLY AND ARE FULLY DIMENSIONED.

UTILITY NOTES

1. LOCATION OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING AND/OR TO BE CONSTRUCTED ARE APPROXIMATE ONLY. THEIR EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ADDITIONAL UTILITY LINES, WHETHER ABANDONED OR IN SERVICE, MAY EXIST AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT ALL OPERATIONS AND TAKE NECESSARY PRECAUTIONS SUCH THAT INTERFERENCE WITH OR DAMAGE TO THESE OR OTHER FACILITIES DURING THE COURSE OF CONSTRUCTION IS PREVENTED. PRIOR TO ANY EXCAVATION, THE CONTRACTOR IS TO CALL DIG SAFELY N.Y. TO HAVE UNDERGROUND UTILITIES LOCATED.
2. IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE, CAUSING THE INTERRUPTION IN SAID SERVICE, THE CONTRACTOR SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND MAY NOT CEASE WORK UNTIL SERVICE IS RESTORED. ALL COSTS TO REPAIR OR REPLACE DAMAGED UTILITIES SHALL BE AT THE EXPENSE OF THE CONTRACTOR. IF THE CONTRACTOR DOES NOT MAKE IMMEDIATE NECESSARY REPAIRS, THE RESPECTIVE OWNING COMPANIES OR MUNICIPAL FORCES MAY DO THE WORK, AND THE COST THEREOF CHARGED AGAINST THE CONTRACTOR.
3. THE CONTRACTOR SHALL MAKE EXPLORATIONS AS MAY BE NECESSARY TO DETERMINE THE DIMENSIONS AND LOCATIONS OF LINES THAT MAY BE SUBJECT TO DAMAGE. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
4. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THE PLANS IS BASED UPON THE FOLLOWING:

   QUALITY LEVEL C IS THE THIRD HIGHEST DEGREE OF ACCURACY. THE INFORMATION SHOWN ON THE PLANS HAS BEEN OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE– GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION. (SHOWN AS QLC).
5. CONTRACTOR SHALL CONTACT DIGSAFE AT 811 BEFORE PERFORMING ANY EXCAVATION WORK.
6. THE CONTRACTOR SHALL PROTECT ALL UNDERGROUND UTILITIES TO REMAIN IN PLACE FROM DAMAGE DURING THE CONSTRUCTION. METHODS OF PROTECTION MAY INCLUDE STEEL PLATES OVER THE UTILITY SO THAT WHEEL LOADINGS FROM CONSTRUCTION VEHICLES DO NOT DAMAGE THE UTILITY. THE COST OF PROVIDING PROTECTION OF UNDERGROUND UTILITIES SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT AND APPROVED BY THE ENGINEER.
7. CONTRACTOR SHALL PROVIDE ALTERNATIVE BENCHMARK AND/OR BASELINE TIES IF IMPACTED DURING CONSTRUCTION. COST INCLUDED UNDER ITEM 625.01.

TREE/STUMP REMOVAL NOTES

1. TREES ALONG MARTINALLA AVENUE HAVE BEEN CLEARED. STUMPS STILL REMAIN AND SHALL BE REMOVED UNDER ITEM 201.06 – CLEARING AND GRUBBING

ASPHALT/FUEL PRICE ADJUSTMENT NOTES

1. THIS CONTRACT DOES NOT PROVIDE OR INCLUDE ANY PRICE ADJUSTMENTS OF ASPHALT OR FUEL.

ELECTRICAL SAFETY NOTES

1. HIGH VOLTAGE LINE MAY BE PRESENT WITHIN THE PROJECT AREA. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY REQUIREMENTS.

PERMITS NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS PROVIDED IN THE BID DOCUMENTS. COST TO BE INCLUDED UNDER VARIOUS CONTRACT ITEMS AND NO SEPARATE PAYMENT WILL BE MADE.

APPLYING WATER

1. THE CONTRACTOR SHALL APPLY WATER AS NEED FOR VARIOUS ITEMS IN CONTRACT. NO SEPARATE PAYMENT WILL BE MADE.

TEST PIT NOTES

1. THE CONTRACTOR SHALL PERFORM TEST PIT EXCAVATION WHERE NECESSARY TO DETERMINE ANY POTENTIAL UTILITY CONFILCTS. COST TO BE INCLUDED UNDER ITEM 206.05. A TOTAL OF 25 TEST PITS (ONE FOR EACH ANTICIPATED UTILITY CROSSING) ARE ASSUMED.

TRAFFIC SIGN NOTES

1. THE CONTRACTOR SHALL RELOCATE SIGNS IF IN CONFLICT WITH CONSTRUCTION AND REINSTALL ONCE NO LONGER IN CONFLICT. COST TO BE INCLUDED UNDER VARIOUS ITEMS LISTED IN THE CONTRACT.

DAMAGE TO EXISTING STRUCTURES; VEGETATION/SHRUBS; OR OTHER AMENITIES

1. NUMEROUS STRUCTURES AND VEGETATION/SHRUBS ARE PRESENT WITHIN THE WORK LIMITS AND ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS NOT TO DAMAGE THESE ITEMS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGED CAUSED BY OPERATIONS TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT INCLUDED AS PART OF THE INTENDED WORK. ALL DAMAGE TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT PART OF THE INTENDED WORK SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR WITHOUT COST TO THE COUNTY AND TO THE SATISFACTION OF THE ENGINEER EXCEPT AS NOTED WITHIN.

EXCAVATION NOTES

1. ASSUME SUBGRADE IMPROVEMENTS WILL NOT BE REQUIRED.
2. ASSUME EXCAVATED MATERIAL IS NOT SUITABLE FOR EMBANKMENT CONSTRUCTION.

ENVIRONMENTAL PERMITS

1. THE CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS PROVIDED IN THE CONSTRUCTION DOCUMENTS. COST SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

TREE CUTTING RESTRICTIONS

1. IN ORDER TO PREVENT ANY DIRECT IMPACT OF INDIANA BAT (MYOTIS SODALIS), AND NORTHERN LONG–EARED BAT (MYOTIS SEPTENTRIONALIS), BOTH FEDERAL AND STATE LISTED ENDANGERED SPECIES, THE CONTRACTOR'S ATTENTION IS HEREBY DIRECTED TO THE FACT THAT TREE CUTTING RESTRICTIONS APPLY TO TREES THAT ARE 3 INCHES OR GREATER IN DIAMETER AT BREAST HEIGHT (DBH).
2. DUE TO THE POSSIBLE PRESENCE OF PROTECTED BAT SPECIES, THE CONTRACTOR SHALL BE AWARE THAT TREES 3" DIAMETER OR LARGER MEASURED AT BREAST HEIGHT CAN ONLY BE CUT FROM NOVEMBER 1ST TO MARCH 31ST. NO TREE CUTTING WILL OCCUR FROM APRIL 1 TO OCTOBER 31.
3. IT IS ANTICIPATED THE TOWN OF ROTTERDAM WILL DROP ALL TREES WITHIN THE PROJECT CLEAR ZONE. THE CONTRACTOR SHALL REMOVE ALL UNDERLYING VEGETATION INCLUDING STUMPS AND DOWNED TREES UNDER ITEM 201.07.

RIGHT OF WAY NOTES

1. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT–OF–WAY (ROW) IN ACCORDANCE WITH SECTION 105–15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.
2. IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS–OF–WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE PROJECT ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105–10 AND 625).
3. IN ACCORDANCE WITH SECTION 107–13 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON–ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS–OF–WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS–OF–WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTIONS 105–15, 107–13).
4. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107–08 AND 107–13).

MAILBOX NOTES

1. IF ANY MAILBOXES ARE IMPACTED BY CONSTRUCTION, CONTRACTOR SHALL TEMPORARILY RELOCATE AND REINSTALL ONCE NO LONGER IN CONFLICT. COST TO BE INCLUDED UNDER ITEM 619.27.

SPECIAL NOTE FOR SARTOLI AVENUE

1. WORK MUST BE COMPLETED UP TO BINDER COURSE WITHIN 30 CALENDAR DAYS FROM THE TIME ROAD IS REMOVED FOR THE INSTALLATION OF WATER AND/OR STORMWATER LINES. ACCESS TO ALL PROPERTIES MUST BE MAINTAINED AT ALL TIMES. COST FOR MAINTAINING ACCESS INCLUDING PROVIDING TEMPORARY ASPHALT OR SUBBASE MATERIAL IS INCLUDED UNDER 619.01.

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ON:

STATE OF NEW YORK
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ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

GENERAL NOTES

CONTRACT NUMBER

DRAWING NO. GNN–1
SHEET NO. 5

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STORMWATER POLLUTION PREVENTION AND TEMPORARY SOIL EROSION AND SEDIMENT CONTROL – GENERAL REQUIREMENTS

1. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS FOR THIS CONTRACT AT ALL TIMES. WHENEVER SILTATION OR TURBIDITY IS DETECTED IN RECEIVING WATERS, WORK SHALL STOP AND CORRECTIVE MEASURES TAKEN TO STOP THE POLLUTION FROM OCCURRING. ALL MEASURES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION IS OBTAINED.

2. ALL SEDIMENT AND EROSION CONTROL WORK REQUIRED BY THE CONTRACT DOCUMENTS WILL BE COMPLETED UNDER THE PROVISIONS OF SECTION 209 – "TEMPORARY SOIL EROSION AND SEDIMENT CONTROL" AND ITEMS IN THE CONTRACT, WITH THE EXCEPTION OF WORK COMPLETED UNDER SEPARATE NON EROSION PAY ITEMS PROVIDED IN THIS CONTRACT.

3. THE CONTRACTOR'S ATTENTION IS ALSO DIRECTED TO SECTION 107–12 "WATER QUALITY PROTECTION" OF THE SPECIFICATIONS. ANY ACTIVITY OR REVISION TO THE CONTRACT INITIATED BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107–12 UNLESS OTHERWISE ORDERED BY THE ENGINEER.

4. THE CONTRACTOR SHALL PREPARE A SCHEDULE FOR ACCOMPLISHING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL WORK IN ACCORDANCE WITH SECTIONS 107–12 AND 209 OF THE SPECIFICATIONS. THE CONSTRAINTS OF SECTION 209 OF THE SPECIFICATIONS SHALL BE REFLECTED IN THE ESTIMATED DATE FOR COMPLETING PERMANENT EROSION AND SEDIMENT CONTROL WORK. PARTICULAR ATTENTION IS DIRECTED TO THE REQUIREMENTS THAT FINAL GRADING AND PERMANENT SEEDING OF DISTURBED AREAS OF THE CONTRACT OCCUR PROGRESSIVELY THROUGH CONSTRUCTION PERIOD. PERMANENTLY STABILIZE COMPLETED AREAS WHENEVER IT IS REASONABLE TO AS DETERMINED BY THE ENGINEER.

5. THE CONTRACTOR SHALL PERFORM NECESSARY WORK TO ISOLATE CONSTRUCTION WORK AREAS AND ACTIVITIES, STAGING AREAS, PLATFORMS, OR OTHER AREAS TO BE DISTURBED FROM WATER COURSES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS WITH APPROVED TEMPORARY OR PERMANENT EROSION CONTROL MEASURES IN ACCORDANCE WITH SECTION 209–3.04 – TEMPORARY SEED AND MULCH.

6. THE CONTRACTOR SHALL CONDUCT WEEKLY INSPECTIONS OF TEMPORARY SEDIMENT AND POLLUTION CONTROL PRACTICES. SEEDED AND MULCH AREAS, EROSION CONTROL BLANKETS, OR OTHER CONTRACT WORK TO ENSURE THAT IT IS FUNCTIONING AS REQUIRED AND IS IN GOOD CONDITION. THE CONTRACTOR SHALL PROVIDE A WRITTEN REPORT OF THIS INSPECTION TO THE ENGINEER. WITHIN 24 HOURS AND, AS DIRECTED BY THE ENGINEER, SHALL MAKE APPROPRIATE CORRECTIONS AND REPLACEMENTS OR PERFORM MAINTENANCE (INCLUDING THE REMOVAL OF ACCUMULATED SILT) BY CLOSE OF BUSINESS ON THE DAY FOLLOWING THE INSPECTION, WHICH IS FRIDAY FOR WEEKLY INSPECTIONS. THE DESIGNATED DAY FOR WEEKLY INSPECTIONS FOLLOW– UP WORK AND REPORTS SHALL BE ADJUSTED APPROPRIATELY TO ACCOMMODATE FOR HOLIDAYS.

7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE SYSTEMS SO THAT THEY REMAIN FREE OF SEDIMENT AND DEBRIS DURING THE COURSE OF CONSTRUCTION. COST TO BE INCLUDED UNDER VARIOUS TEMPORARY SOIL EROSION CONTROL ITEMS. NO SEPARATE PAYMENT WILL BE MADE.

8. SOIL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO STARTING THE CLEARING AND GRUBBING OPERATIONS AND EARTHWORK CONSTRUCTION. ALL APPROPRIATE DEVICES SHALL REMAIN IN PLACE UNTIL NEW SLOPES AND EXPOSED EARTHEN SURFACES ARE STABILIZED A.O.B.E. TEMPORARY SOIL EROSION DEVICES MAY BE LEFT IN PLACE AT COMPLETION OF THIS CONTRACT WITH PERMISSION OF THE ENGINEER. ALL OTHER DEVICES SHALL BE REMOVED AND THE DISTURBED AREA RESTORED UNDER SECTION 107–12 THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED IN THE PLANS.

9. ALL STOCKPILES OF ERODIBLE MATERIAL SHALL BE RINGED WITH SILT FENCE OR SEDIMENT FILTER LOG. ALL RUNOFF SHALL BE DIVERTED TO AN APPROPRIATE SEDIMENT CONTROL STRUCTURE. STOCKPILES EXPOSED FOR LONGER THAN 14 DAYS SHALL BE STABILIZED WITH TEMPORARY MULCH ITEM 209.1003, OR OTHER MEANS OF TEMPORARY STABILIZATION.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND TAKE APPROPRIATE MEASURES TO PREVENT CONTAMINATION OF ALL WATER BODIES BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS OR PAINT CONCRETE OR LEACHATE, DUST OR ANY OTHER POLLUTION ASSOCIATED WITH THE CONTRACTOR'S OPERATIONS.

11. DURING CONCRETE POURING, NO FRESH CONCRETE LEACHATE, OR WASH WATER SHALL BE ALLOWED TO ENTER INTO ANY WATER BODY. POLLUTED WATER SHALL BE COLLECTED IN DESIGNATED CONCRETE WASHOUT AREAS AND TRANSPORTED TO AN OFF–SITE, APPROVED WASTE TREATMENT FACILITY OR DISPOSAL SITE.

12. IF EARTHWORK IS PROPOSED ON SLOPES, TEMPORARY SEDIMENT FILTER LOGS (ITEM 209.2301) SHALL BE PLACED ALONG A CONTINUOUS CONTOUR BETWEEN PROPOSED DISTURBED AREAS AND ANY EXISTING DRAINAGE DITCH, WATER COURSE, OR IMPOUNDMENT PRIOR TO EARTH EXCAVATION OR DISTURBANCE ACTIVITIES UNLESS OTHERWISE APPROVED BY THE ENGINEER. TEMPORARY SEDIMENT FILTER LOGS SHALL BE MAINTAINED IN GOOD CONDITION UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED WITH TURF OR OTHER EROSION RESISTANT MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS.

13. OTHER EROSION PROTECTION MEASURES OR STRUCTURES MAY BE REQUIRED AS CONDITIONS WARRANT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PROTECTION FOR ANY WATER BODY ADJACENT TO OR DOWN GRADIENT FROM THE PROJECT, AND TO PROTECT ADJACENT PROPERTIES FROM DAMAGE UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED WITH TURF OR OTHER PERMANENT MEASURES AS CALLED FOR IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPLACE OR REPAIR POLLUTION CONTROL STRUCTURES THAT FAIL AS QUICKLY AS POSSIBLE. THE CONTRACTOR SHALL BE PAID FOR THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS UNDER APPROPRIATE PAYMENT ITEMS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 209 OF THE SPECIFICATIONS. MULCH APPLIED FOR PERMANENT SEEDING SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 610.16010020 – TURF ESTABLISHMENT – ROADS.

14. UNDER ITEM 610.16010020, THE CONTRACTOR IS TO USE A MIX CONTAINING 30% ANNUAL RYEGRASS (LOLIUM PERENNE SSP MULTIFLORUM) AND 70% MIXTURE OF 2 OR MORE NATIVE GRASSES SUCH AS BIG BLUESTEM (ANDROPOGON GERADII), LITTLE BLUESTEM (SCHIZAACHYRIUM SCOPARIUM) SWITCH GRASS (PANICUM VIRGATUM), INDIANGRASS (SORGHASTRUM NUTANS), TUFTED HAIRGRASS (DESCHAMSIA CESPITOSA), DEERTONGUE (DICHANTHELIUM CLANDESTINUM), CANADA WILD RYE (ELYMUS CANADENSIS), VIRGINIA WILD RYE (ELYMUS VIRGINICUS), AND/OR SIDEOATS GRAMA (BOUTELOUA CURTIPENDULA) BE USED IN AREAS ADJACENT TO WETLANDS OR IN AREAS NOT TO BE MOWED REGULARLY. THE SEED MIX SHALL BE SEEDED AT A RATE OF 30 LBS./ACRE.

15. IN THE EVENT DEWATERING OPERATIONS BECOME NECESSARY, A SETTLING BASIN WILL BE REQUIRED UNLESS THE PUMP DISCHARGE IS FREE AND CLEAR OF SEDIMENT A.O.B.E. THE LOCATION AND DESIGN SHALL BE APPROVED BY THE ENGINEER. ALL COSTS TO BE INCLUDED IN THE UNIT BID PRICE OF VARIOUS EROSION CONTROL ITEMS. NO SEPARATE PAYMENT WILL BE MADE.

16. IN ADDITION TO THE DETAILS AND SPECIFICATIONS PROVIDED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REFER TO THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROLS FOR ADDITIONAL INFORMATION REGARDING THE INTENDED PURPOSE, DESIGN CRITERIA, AND MATERIAL SPECIFICATIONS.

17. EROSION CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE NYSDOT STANDARD SHEETS.

18. THE CONTRACTOR SHALL GRADE AND TRIM ALL SLOPES AS THE EXCAVATION PROGRESSES AND AT A MINIMUM MULCH ALL FINAL GRADED SLOPES WITHIN TWO DAYS OR AS ORDERED BY THE ENGINEER.

19. THE CONTRACTOR SHALL HAVE A HYDROSEEDER AND/OR MULCHING MACHINE AVAILABLE FOR THE PROJECT AT ALL TIMES. COST TO BE INCLUDED UNDER ITEM 209.1003. FOR TEMPORARY STABILIZATION, ANNUAL RYEGRASS (LOLIUM PERENNE SSP MULTIFLORUM) SHALL BE USED AT A RATE OF 30 LBS/ACRE.

20. ANY SCHEME PROPOSED BY THE CONTRACTOR TO ACCOMPLISH EROSION PREVENTION AND SEDIMENT CONTROL SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.

21. GRAVEL BAGS IF PROVIDED SHALL BE AS DESCRIBED IN SECTION 209–2.09 EXCEPT THAT ONLY GRAVEL FILL IS ACCEPTABLE. GRAVEL FILL SHALL BE FREE OF SILT AND GRAVEL BAGS WILL BE REMOVED IN THEIR ENTIRETY AT THE COMPLETION OF THE PROJECT. NO SAND BAGS WILL BE ALLOWED IN PLACE OF GRAVEL BAGS.

22. THE CONTRACTOR, AS PART OF THE WORK TO BE PERFORMED SHALL NOT IMPACT THE EXISTING WATER FLOW IN ANY WATER BODY.

TEMPORARY SOIL EROSION CONTROL SEQUENCE OF INSTALLATION

1. INSTALL TEMPORARY SOIL EROSION CONTROL DEVICES AS SHOWN ON THE PLANS.
2. TREES ALONG MARTINALLA AVENUE HAVE BEEN CLEARED. STUMPS STILL REMAIN AND SHALL BE REMOVED UNDER ITEM 201.06 – CLEARING AND GRUBBING.
3. WHERE BARE SOIL IS CREATED, INSTALL TEMPORARY SEED & MULCH TO PREVENT SOIL EROSION A.O.B.E. COST TO BE INCLUDED UNDER ITEM 209.1003.
4. THE CONTRACTOR SHALL TOPSOIL AND SEED FINAL GRADED SLOPES AS SHOWN IN THE TYPICAL SECTIONS.
5. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY SOIL EROSION CONTROL DEVICES UNTIL TURF HAS BEEN ESTABLISHED. COST TO BE INCLUDED IN VARIOUS EROSION CONTROL ITEMS.

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS–BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

TEMPORARY EROSION CONTROL NOTES

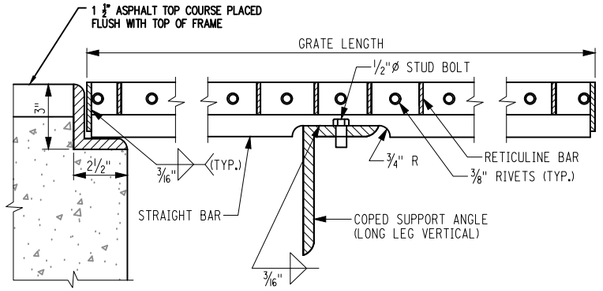
CONTRACT NUMBER

DRAWING NO. ECN–1
SHEET NO. 6

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

GPI GREENMAN–PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

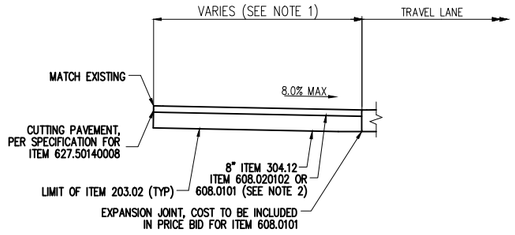


NOTES:

1. FRAME AND GRATE SHALL BE CAST INTO TOP SLAB OF STRUCTURE LEAVING 1½" REVEAL ON THE FRAME TO ALLOW TOP COURSE OF ASPHALT TO BE PLACED FLUSH WITH FRAME.
2. SEE STANDARD SHEETS 604-02 AND 655-04 FOR DRAINAGE STRUCTURE REQUIREMENTS.

INTEGRAL FRAME AND GRATE

NOT TO SCALE

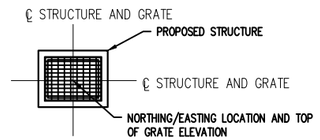


NOTES:

1. DRIVEWAY WIDTHS AND LENGTHS TO BE FIELD MEASURED TO MATCH EXISTING.
2. MATCH EXISTING MATERIAL TYPE AND THICKNESS.
3. REFER TO NYSDOT STANDARD SHEETS 608-03.

DRIVEWAY RESTORATION SECTION

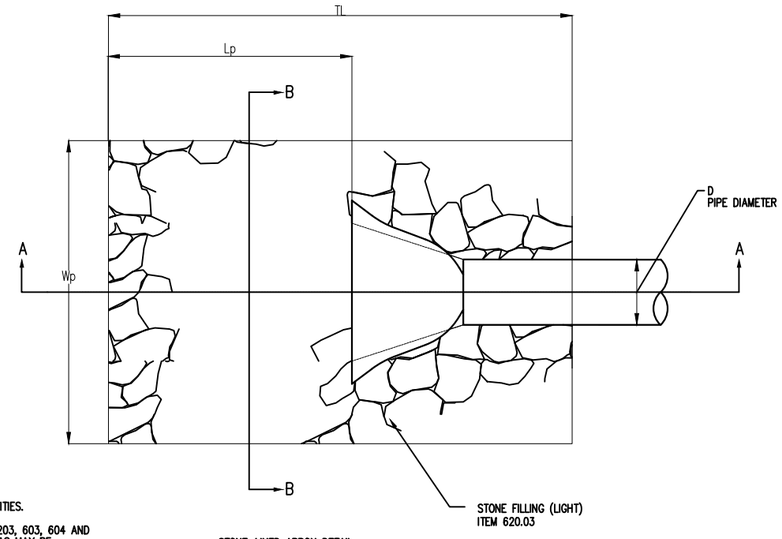
NOT TO SCALE



REFERENCE POINT FOR STRUCTURES IN UNCURBED LOCATIONS

NOT TO SCALE

LONGITUDINAL STONE APRON DIMENSION TABLE (TYP)			
PIPE DIA "D"	LENGTH "Lp"	LENGTH "TL"	WIDTH "Wp"
18"	6'-0"	12'-1"	6'-0"
36"	12'-0"	18'-9"	12'-0"
42"	14'-0"	21'-6"	14'-0"

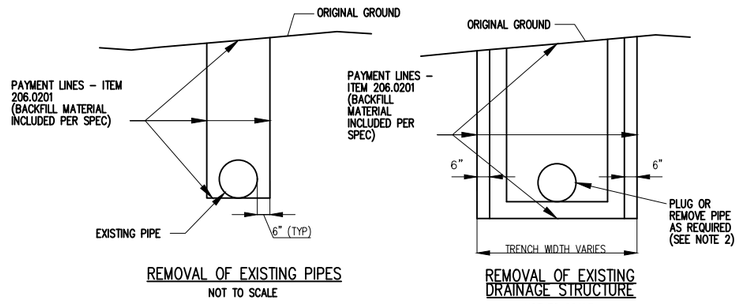


STONE-LINED APRON DETAIL

NOT TO SCALE

NOTES:

1. SEE DRT-DWGS FOR DRAINAGE ITEMS AND QUANTITIES.
2. REFER TO NYSDOT STANDARD SHEETS SECTIONS 203, 603, 604 AND 655 FOR ADDITIONAL INFORMATION AND DETAILS AS MAY BE NECESSARY.
3. SEE DRT-DWGS FOR STONE FILLING TABLE & DETAILS AND GENERAL PLAN.
4. COSTS FOR ITEM 206.0201 SHALL INCLUDE REMOVAL OF THE EXISTING PIPE, PIPE COLLAR, AND END SECTIONS AS APPROPRIATE.
5. SEE NYSDOT STANDARD SHEETS 603-01, 603-02 & 603-04 FOR END SECTIONS AND CAST-IN-PLACE CONCRETE CUT-OFF WALL DETAILS (TYP)
6. WITHIN THE AREA OF THE EXISTING DRAINAGE CHANNEL, THE CONTRACTOR SHALL EXCAVATE MATERIAL DEEMED UNSUITABLE BY ENGINEER TO BE PAID FOR UNDER ITEM 206.0201, TRENCH AND CULVERT EXCAVATION, AND BACKFILL WITH SELECT GRANULAR FILL, ITEM 203.07. ASSUME 12" DEPTH ABOVE AND BELOW THE PIPE FOR ESTIMATING PURPOSES. SEE NYSDOT STANDARD SHEETS 203-05 FOR MINIMUM WIDTH.



REMOVAL OF EXISTING PIPES

NOT TO SCALE

NOTES:

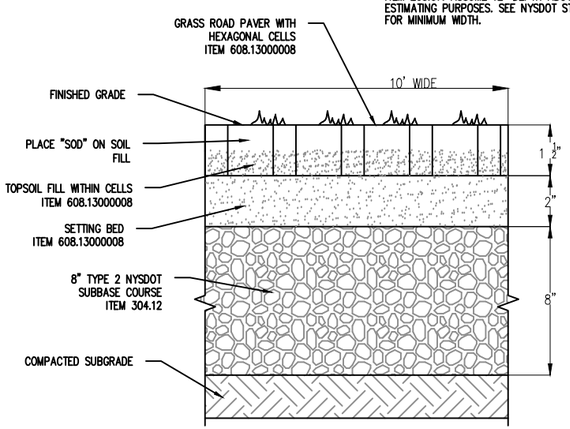
1. IF THE EXCAVATION LIMITS FOR THE INSTALLATION OF A NEW PIPE OVERLAPS THE EXCAVATION LIMITS FOR PIPE REMOVALS, PAYMENT FOR EXCAVATION SHALL BE PAID ONLY FOR NEW PIPE INSTALLATION.

REMOVAL OF EXISTING DRAINAGE STRUCTURE

NOT TO SCALE

NOTES:

1. IF THE EXCAVATION LIMITS FOR THE INSTALLATION OF A NEW STRUCTURE OVERLAPS THE EXCAVATION LIMITS FOR STRUCTURE REMOVALS, PAYMENT FOR EXCAVATION SHALL BE PAID ONLY FOR NEW STRUCTURE INSTALLATION.
2. ALL PIPES TO BE ABANDONED SHALL BE PLUGGED. COST OF PLUGGING IS TO BE INCLUDED IN THE PRICE BID FOR VARIOUS DRAINAGE ITEMS IN THE CONTRACT.



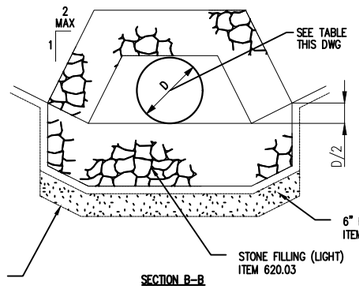
SECTION

NOTES:

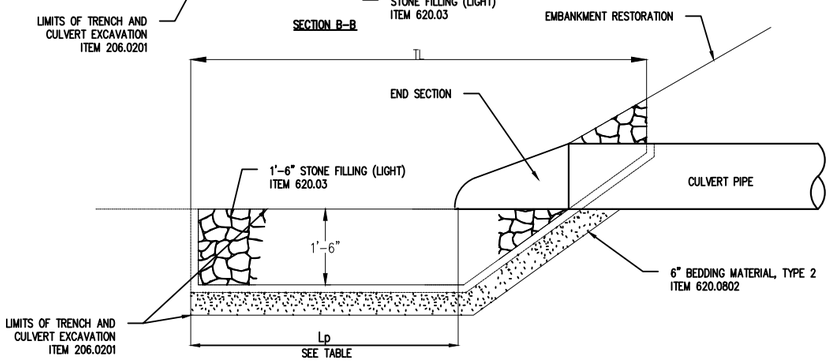
1. GRASS ROAD PAVERS SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. NDS TUFFTRACK HEAVY VEHICLE USED AS DESIGN BASIS, OR APPROVED EQUIVALENT.
2. REFER TO GNP-4, GNP-5, AND GNP-6 FOR WIDTH AND LENGTH.

GRASS ROAD PAVERS

NOT TO SCALE



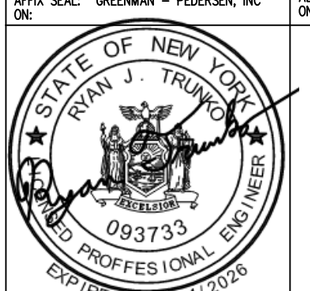
SECTION B-B



SECTION A-A

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MISCELLANEOUS DETAILS

CONTRACT NUMBER

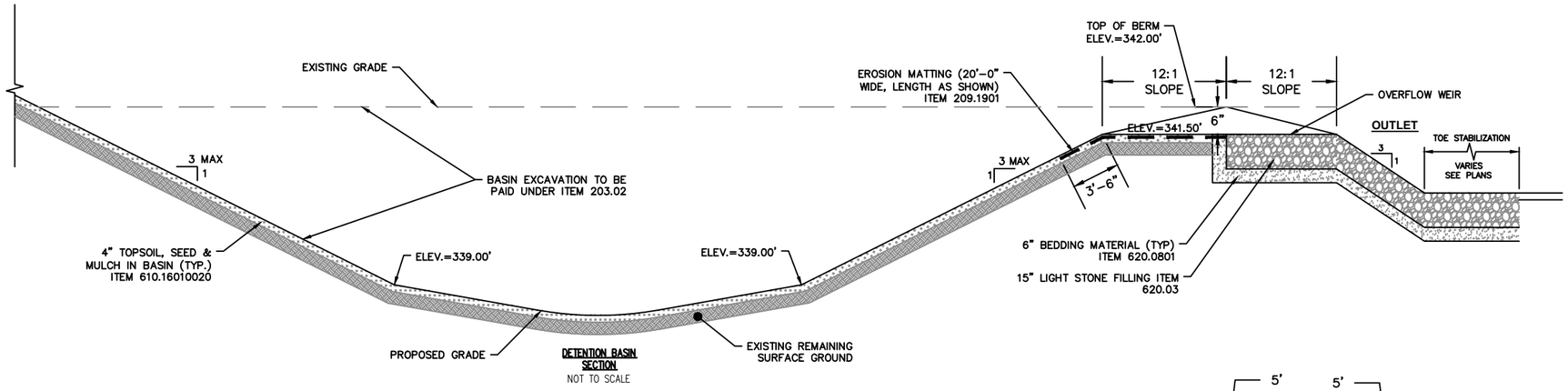
DRAWING NO. MSD-1
SHEET NO. 7

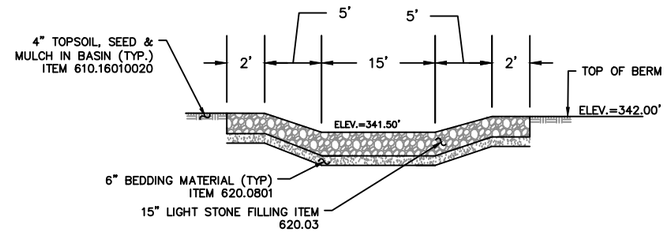
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GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO





DETENTION BASIN NOTES AND SPECIFICATIONS:

1. THE DETENTION BASIN MAY NOT RECEIVE RUN-OFF UNTIL THE ENTIRE CONTRIBUTING DRAINAGE AREA TO THE DETENTION SYSTEM HAS RECEIVED FINAL STABILIZATION. PROVIDE TEMPORARY BYPASS FOR STORMWATER RUNOFF. COST TO BE INCLUDED UNDER VARIOUS CONTRACT ITEMS.

2. THE SEQUENCE OF VARIOUS PHASES OF BASIN CONSTRUCTION SHALL BE COORDINATED WITH THE OVERALL PROJECT CONSTRUCTION SCHEDULE. CONTRACTOR SHALL SCHEDULE ROUGH EXCAVATION OF THE BASIN (TO NOT LESS THAN 2' FROM FINAL GRADE) WITH THE ROUGH GRADING PHASE OF THE PROJECT TO PERMIT USE OF THE MATERIAL AS FILL IN EARTHWORK AREAS. THE PARTIALLY EXCAVATED BASIN, HOWEVER, CANNOT SERVE AS A SEDIMENTATION BASIN. SPECIFICATIONS FOR BASIN CONSTRUCTION SHOULD STATE: (1) THE EARLIEST POINT IN PROGRESS WHEN STORM DRAINAGE MAY BE DIRECTED TO THE BASIN, AND (2) THE MEANS BY WHICH THIS DELAY IN USE IS TO BE ACCOMPLISHED. DUE TO THE WIDE VARIETY OF CONDITIONS ENCOUNTERED AMONG PROJECTS, EACH SHOULD BE SEPARATELY EVALUATED IN ORDER TO POSTPONE USE AS LONG AS IS REASONABLY POSSIBLE.

3. INITIAL BASIN EXCAVATION SHOULD BE CARRIED TO WITHIN 2 FEET OF THE FINAL ELEVATION OF THE BASIN FLOOR. FINAL EXCAVATION TO THE FINISHED GRADE SHOULD BE DEFERRED UNTIL ALL DISTURBED AREAS ON THE WATERSHED HAVE BEEN STABILIZED OR PROTECTED. THE FINAL PHASE EXCAVATION SHOULD REMOVE ALL ACCUMULATED SEDIMENT. RELATIVELY LIGHT TRACKED EQUIPMENT IS RECOMMENDED FOR THIS OPERATION TO AVOID COMPACTION OF THE BASIN FLOOR. AFTER THE FINAL GRADING IS COMPLETED, THE BASIN SHOULD RETAIN A HIGHLY POROUS SURFACE TEXTURE.

4. DETENTION BASINS MAY BE LINED WITH A 6- TO 12-INCH LAYER OF FILTER MATERIAL SUCH AS COARSE SAND (AASHTO STD. M-43, SIZES 9 OR 10) TO HELP PREVENT THE BUILDUP OF IMPERVIOUS DEPOSITS ON THE SOIL SURFACE. THE FILTER LAYER CAN BE REPLACED OR CLEANED WHEN IT BECOMES CLOGGED. WHEN A 6-INCH LAYER OF COARSE ORGANIC MATERIAL IS SPECIFIED FOR DISCING (SUCH AS HULLS, LEAVES, STEMS, ETC.) OR SPADING INTO THE BASIN FLOOR TO INCREASE THE PERMEABILITY OF THE SOILS, THE BASIN FLOOR SHOULD BE SOAKED OR INUNDATED FOR A BRIEF PERIOD, THEN ALLOWED TO DRY SUBSEQUENT TO THIS OPERATION. THIS INDUCES THE ORGANIC MATERIAL TO DECAY RAPIDLY, LOOSENING THE UPPER SOIL LAYER.

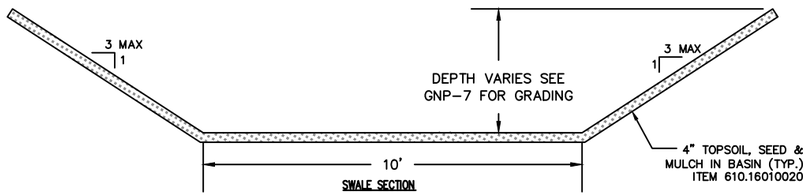
5. ESTABLISHING DENSE VEGETATION ON THE BASIN SIDE SLOPES AND FLOOR IS REQUIRED. A DENSE VEGETATIVE STAND WILL NOT ONLY PREVENT EROSION AND SLOUGHING, BUT WILL ALSO PROVIDE A NATURAL MEANS OF MAINTAINING RELATIVELY HIGH INFILTRATION RATES. EROSION PROTECTION OF INFLOW POINTS TO THE BASIN SHALL ALSO BE PROVIDED.

6. SELECTION OF SUITABLE VEGETATIVE MATERIALS FOR THE SIDE SLOPE AND ALL OTHER AREAS TO BE STABILIZED WITH VEGETATION AND APPLICATION OF REQUIRED LIME, FERTILIZER, ETC. SHALL BE DONE IN ACCORDANCE WITH THE NRCS STANDARDS AND SPECIFICATIONS.

7. GRASSES OF THE FESCUE FAMILY ARE RECOMMENDED FOR SEEDING PRIMARILY DUE TO THEIR ADAPTABILITY TO DRY SANDY SOILS, DROUGHT RESISTANCE, HARDINESS, AND ABILITY TO WITHSTAND BRIEF INUNDATIONS. THE USE OF FESCUES WILL ALSO PERMIT LONG INTERVALS BETWEEN MOWINGS. THIS IS IMPORTANT DUE TO THE RELATIVELY STEEP SLOPES WHICH MAKE MOWING DIFFICULT. MOWING TWICE A YEAR, ONCE IN JUNE AND AGAIN IN SEPTEMBER, IS GENERALLY SATISFACTORY.

8. SUBSOIL SHALL BE RESTORED TO MAXIMIZE AND ENSURE INFILTRATION BY THE USE OF DEEP RIPPING AND DE-COMPACTION IN GENERAL CONFORMANCE WITH "DEEP RIPPING AND DE-COMPACTION, NYDEC 2008" TO A MINIMUM 2'.

9. ALL ITEMS ASSOCIATED WITH THE ABOVE SHALL BE INCLUDED UNDER ITEM 610.16010020.



OVERFLOW WEIR SECTION
NOT TO SCALE

SWALE SECTION
NOT TO SCALE

AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:	ALTERED BY: ON:

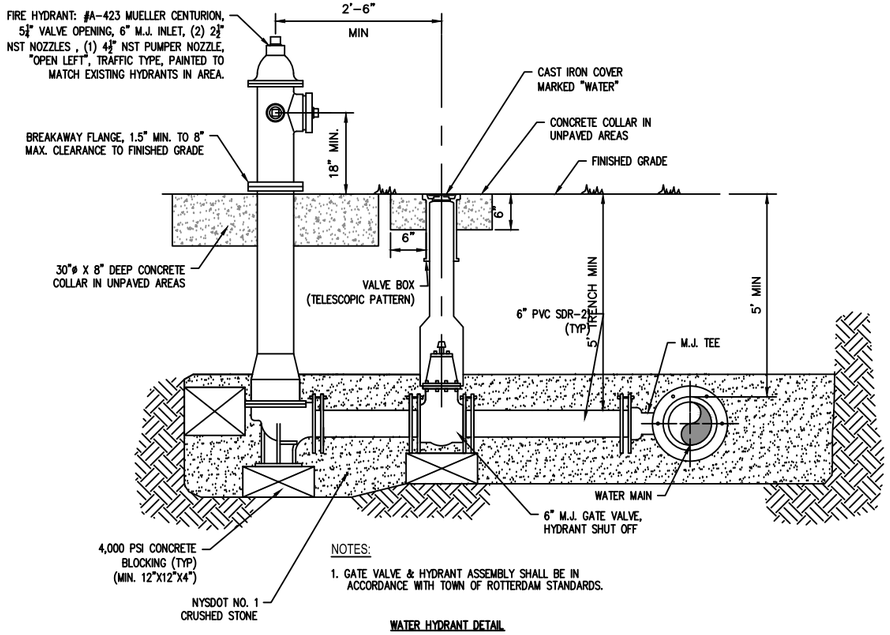
STATE OF NEW YORK
RYAN J. TRUNKO
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LICENSED PROFESSIONAL ENGINEER
EXPIRES: 03/31/2026

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM COUNTY: SCHENECTADY TOWN: ROTTERDAM			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER
				MISCELLANEOUS DETAILS	DRAWING NO. MSD-2 SHEET NO. 8

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

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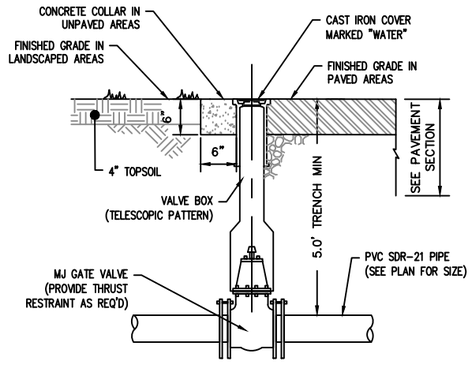


NOTES:

1. GATE VALVE & HYDRANT ASSEMBLY SHALL BE IN ACCORDANCE WITH TOWN OF ROTTERDAM STANDARDS.

WATER HYDRANT DETAIL

NOT TO SCALE

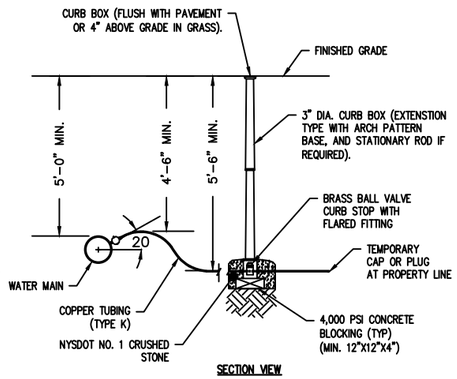


NOTES:

1. GATE VALVE & VALVE BOX SHALL BE IN ACCORDANCE WITH TOWN OF ROTTERDAM STANDARDS.
2. SEE DETAIL 1/CU-510 FOR TRENCHING DETAILS.

PVC SERVICE PIPE AND VALVE

NOT TO SCALE



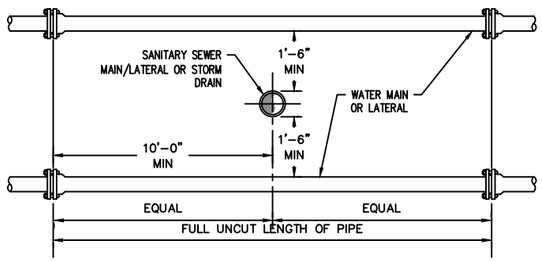
SECTION VIEW

NOTES:

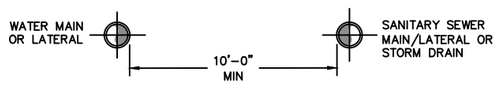
1. COPPER SERVICE PIPE FOR ¾" TO 2" DIAMETER
2. USE A BRASS TAPPING SADDLE WHERE REQUIRED
3. THE SERVICE TAP IS TO BE MADE ON SIDE OF MAIN FACING CUSTOMER
4. THE SERVICE IS TO RUN PERPENDICULAR TO THE MAIN
5. WATER SERVICE AND CURB BOX SHALL CONFORM TO STANDARDS WITHIN THE MUNICIPALITY HAVE JURISDICTION

WATER SERVICE CONNECTION

NOT TO SCALE



VERTICAL SEPARATION



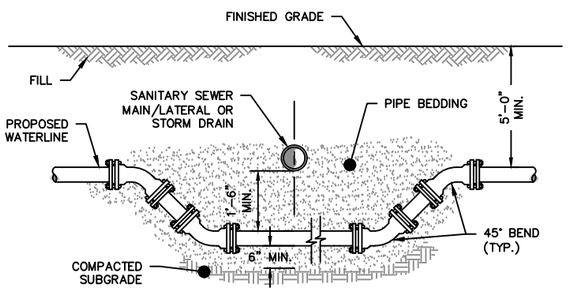
HORIZONTAL SEPARATION

NOTES:

1. NO DEVIATION IN THE SEPARATION REQUIREMENTS WILL BE PERMITTED WITHOUT THE EXPRESS APPROVAL OF THE NYS HEALTH DEPARTMENT. OFFSETTING OF WATERLINE SHALL BE REQUIRED WHERE SEPARATION DISTANCES CANNOT BE MAINTAINED, SEE WATER MAIN OFFSET DETAIL.
2. WHEN IT IS IMPOSSIBLE TO OBTAIN VERTICAL SEPARATION AS INDICATED ABOVE, BOTH THE WATER MAIN AND THE SEWER MAIN SHALL BE CONSTRUCTED OF MECHANICAL JOINT DUCTILE IRON PIPE OR PVC WATER WORKS GRADE PRESSURE PIPE FOR 10' EACH SIDE OF CROSSING AND SHALL BE PRESSURE TESTED TO 150psi TO ASSURE WATER TIGHTNESS.

WATER MAIN AND SANITARY/STORM SEWER SEPARATION

NOT TO SCALE



NOTES:

1. WHEN THE ELEVATION OF THE SEWER CAN NOT BE VARIED TO MEET THE ABOVE REQUIREMENTS, THE WATER MAIN SHALL BE RELOCATED TO PROVIDE THIS REQUIRED SEPARATION.
2. WHEN IT IS IMPOSSIBLE TO OBTAIN VERTICAL SEPARATION AS INDICATED ABOVE, BOTH THE WATER MAIN AND THE SEWER MAIN SHALL BE CONSTRUCTED OF MECHANICAL JOINT DUCTILE IRON PIPE OR PVC WATER WORKS GRADE PRESSURE PIPE FOR 10' EACH SIDE OF CROSSING AND SHALL BE PRESSURE TESTED TO 150psi TO ASSURE WATER TIGHTNESS.

WATER MAIN OFFSET DETAIL

NOT TO SCALE

GENERAL WATER NOTES:

1. USE CONCRETE THRUST BLOCKS OR RESTRAINED JOINT PIPE AND FITTINGS FOR PROPER RESTRAINT OF WATER MAIN PIPE.
2. ALL WATER LINES SHALL BE PVC SDR-21, UNLESS OTHERWISE SPECIFIED BY OR APPROVED BY THE ENGINEER.
3. THE WATER LINE MAY BE FLEXED WITHIN PIPE SPECIFICATIONS OR LAID DEEPER IN AREAS WHERE CROSSINGS WITH THE SANITARY LINE OCCUR, TO ACHIEVE THE REQUIRED 1.5' VERTICAL SEPARATION DISTANCE. (SEE WATERLINE OFFSET DETAIL FOR FURTHER INFORMATION).
4. ALL NEW WATER MAIN INSTALLATIONS SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH AWWA STANDARD C 600(LATEST REVISION) AT A PRESSURE OF 150 PSI, OR 1.5 TIMES (AS REFERENCED ABOVE) THE WORKING PRESSURE OF THE SYSTEM AS A MINIMUM. ALLOWABLE LEAKAGE OF THIS TEST SHALL BE AS DEFINED IN SECTION 4.2 OF SAID AWWA SPECIFICATION.
5. APPROVED AND TESTED WATER MAIN SHALL BE DISINFECTED PER AWWA SECTION C 651 (AS REFERENCED ABOVE), AS DIRECTED BY ENGINEER.
6. THE WATER MAIN IS TO BE INSTALLED AT A CONTINUOUS GRADE WITH NO ABRUPT HIGH OR LOW POINTS.

TESTING WATER MAINS:

1. AFTER TRENCH HAS BEEN BACKFILLED, HYDROSTATIC ACCEPTANCE TESTS, CONSISTING OF A PRESSURE TEST AND A LEAKAGE TEST, SHALL BE PERFORMED ON ALL SECTIONS OF WATER MAINS INSTALLED. LEAKAGE TEST SHALL BE CONDUCTED CONCURRENTLY WITH PRESSURE TEST. TEST SECTION SHALL BE LIMITED TO ABOUT 2000 FT (MAX.) UNLESS OTHERWISE APPROVED BY THE ENGINEER.
2. AFTER ALL TESTS AND INSPECTIONS HAVE BEEN PERFORMED EVIDENCE OF COMPLIANCE SHALL BE FORWARDED TO OWNER/ENGINEER AND THE MUNICIPALITY PRIOR TO ACCEPTANCE.
3. ALL WATER FOR TESTS SHALL BE FURNISHED AND DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. SOURCE AND/OR QUALITY OF WATER WHICH THE CONTRACTOR PROPOSES TO USE IN TESTING LINES SHALL BE ACCEPTABLE TO THE ENGINEER.
4. HYDROSTATIC PRESUMPTIVE TESTS MAY BE PERFORMED WHEN SYSTEM IS PARTIALLY BACKFILLED TO SIMPLIY CHECK WORK, BUT ACCEPTANCE OF SYSTEM SHALL BE BASED ON HYDROSTATIC TESTS RUN ON FINISHED SYSTEM AFTER IT HAS BEEN COMPLETELY BACKFILLED. ALL HYDROSTATIC TESTS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 4 OF AWWA STANDARD C 600 OR LATER ADDITION, AS MODIFIED HEREIN.
5. FOR THE PRESSURE TEST, SYSTEM SHALL BE PRESSURIZED AND MAINTAINED AT A MINIMUM OF 150 POUNDS PER SQUARE INCH, OR 1.5 TIMES THE WORKING PRESSURE, WHICHEVER IS GREATER, BASED ON THE ELEVATION OF THE LOWEST POINT IN THE SECTION BEING TESTED AND CORRECTED TO THE ELEVATION OF THE GAUGE. PROVISIONS SHALL BE MADE TO RELIEVE AIR TRAPPED AT HIGH POINTS IN THE SYSTEM THROUGH ADJACENT HYDRANTS OR THROUGH TAPS AND CORPORATION STOPS INSTALLED FOR THIS PURPOSE BY THE CONTRACTOR. AFTER SAID PRESSURE HAS BEEN MAINTAINED SUCCESSFULLY, WITH FURTHER PUMPING AS REQUIRED, FOR A PERIOD OF AT LEAST TWO HOURS, THE SECTION UNDER TEST SHALL BE CONSIDERED TO HAVE PASSED THE PRESSURE TEST.
6. LEAKAGE TEST SHALL BE PERFORMED CONCURRENTLY USING A MINIMUM TEST PRESSURE OF 150 LBS/SQUARE INCH, OR 1.5 TIMES THE WORKING PRESSURE, WHICHEVER IS GREATER, BASED ON THE ELEVATION OF THE LOWEST POINT IN THE SECTION UNDER TEST AND CORRECTED TO ELEVATION OF THE GAUGE. LEAKAGE TEST DURATION SHALL BE A MINIMUM OF 2 HOURS AFTER LEAKAGE RATE HAS STABILIZED.
7. MAXIMUM ALLOWABLE LEAKAGE SHALL BE AS SHOWN IN THE FOLLOWING TABLE: ALLOWABLE LEAKAGE PER 1000 FT (305M) OF PIPELINE (GPH)

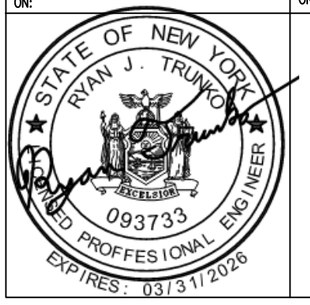
AVG. TEST PRESSURE	NOMINAL PIPE DIAMETER-IN.						
PSI	4	6	8	10	12	14	16
450	0.57	0.86	1.15	1.43	1.72	2.01	2.29
400	0.54		0.81	1.08	1.35	1.62	1.89
350	0.51		0.76	1.01	1.26	1.52	1.77
300	0.47		0.70	0.94	1.17	1.40	1.64
275	0.45		0.67	0.90	1.12	1.34	1.57
250	0.43		0.64	0.85	1.07	1.28	1.50
225	0.41		0.61	0.81	1.01	1.22	1.42
200	0.38		0.57	0.76	0.96	1.15	1.34
175	0.36		0.54	0.72	0.89	1.07	1.25
150	0.33		0.50	0.66	0.83	0.99	1.16
125	0.30		0.45	0.60	0.76	0.91	1.06
100	0.27		0.41	0.54	0.68	0.81	0.95

450	2.16		
400	2.02		
350	1.87		
300	1.79		
275	1.71		
250	1.62		
225	1.53		
200	1.43		
175	1.32		
150	1.21		
125	1.08		
100			

8. IF LEAKAGE IN SYSTEM EXCEEDS THE SPECIFIED AMOUNT, THE CONTRACTOR SHALL, AT NO ADDED COST TO THE OWNER, LOCATE, REPAIR, AND/OR REPLACE DEFECT(S) AND RE-TEST PIPING SYSTEM.

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MISCELLANEOUS DETAILS

CONTRACT NUMBER

DRAWING NO. MSD-3
SHEET NO. 9

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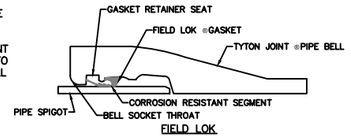
GPI GREENMAN–PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

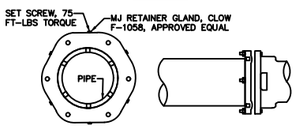
DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO | DRAFTING A. LAPOLT | CHECK C. CORNWELL | CHECK

NOTES:

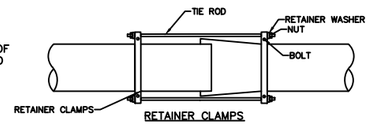
1. ALL JOINTS WITHIN THE LENGTH "L1" FROM THE ABOVE TABLES SHALL BE RESTRAINED
2. THE JOINT RESTRAINT LENGTHS CALCULATED ARE FOR FITTINGS USED TO CHANGE PIPE HORIZONTAL ALIGNMENT ONLY. FOR APPLICATIONS WHERE FITTINGS ARE USED TO CHANGE SLOPE OF POPE, THE DESIGN ENGINEER SHALL INCLUDE THE JOINT RESTRAINT REQUIREMENTS ON THE PROJECT DRAWINGS.
3. IF AN UNANTICIPATED NEED FOR JOINT RESTRAINT ARISES TO CHANGE THE SLOPE OF THE PIPE, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
4. JOINT TYPES ARE NOT COVERED IN THE ABOVE TABLE MUST BE DESIGNED INDIVIDUALLY IN ORDER TO DETERMINE APPROPRIATE RESTRAINT LENGTH.
5. THE SMALL SIDE OF A REDUCER DOES NOT REQUIRE RESTRAINT IF THE LARGER DIAMETER SIDE IS PROPERLY RESTRAINED.
6. ABOVE RESTRAINED LENGTHS ARE BASED ON:
   - 6.1. TEST PRESSURE OF 150 PSI
   - 6.2. MINIMUM OF 4' COVER
   - 6.3. TYPE 3 BEDDING
   - 6.4. WHEN ORANINOR CLAY SOILS ARE BEING USED FOR BACKFILL, GRANULAR BACKFILL MUST BE USED FOR BEDDING AND BACKFILL TO A HEIGHT OF 12" OVER THE TOP OF THE PIPE BEFORE OTHER SOILS ARE PLACED
   - 6.5. UNCOATED PIPE. THIS TABLE DOES NOT APPLY TO PIPE ENCASED IN POLYETHYLENE.
   - 6.6. ANY REDUCTION OF THESE VALUES AS A RESULT OF OTHER CONDITIONS ENCOUNTERED SHALL BE BASED ON THE APPROPRIATE EVALUATION AND RECOMMENDATION BY A QUALIFIED, REGISTERED ENGINEER.



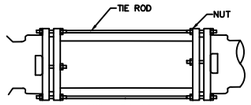
FIELD LOK



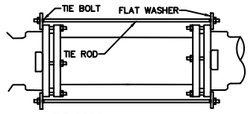
RETAINER GLAND (PREFERRED RESTRAINT METHOD)



RETAINER CLAMPS



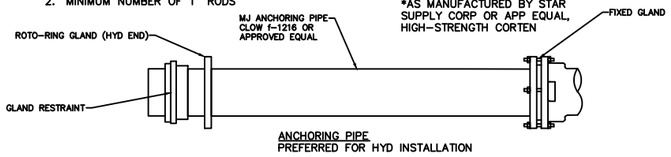
ALTERNATE STYLE



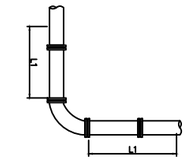
TIE RODS
*AS MANUFACTURED BY STAR SUPPLY CORP OR APP EQUAL, HIGH-STRENGTH CORTEN

NUMBER OF TIE RODS REQUIRED	
PIPE SIZE (INCHES)	MINIMUM NUMBER OF ¾" RODS
2	2¹
3	2¹
4	2
6	2
8	2
10	2
12	2
14	4
16	4
18	6
20	6
24	6
30	14(8)²
36	18(12)²

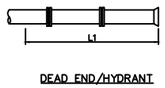
NOTES:
1. APPLIES TO ¾" RODS AS WELL.
2. MINIMUM NUMBER OF 1" RODS



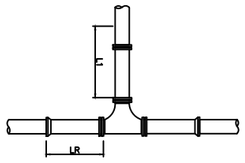
ANCHORING PIPE
PREFERRED FOR HYD INSTALLATION



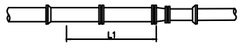
BEND



DEAD END/HYDRANT



TEE CONFIGURATION

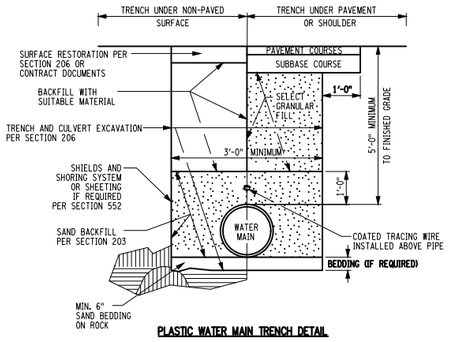


REDUCER

SCHEDULE OF JOINT RESTRAINTS											
PIPE SIZE (INCHES)	HORIZONTAL BENDS				DEAD END	REDUCER (RESTRAINED LENGTH FOR LARGE DIAMETER SIDE)					
	90°	45°	22-1/2°	11-1/4°		3"	4"	6"	8"	8"	12"
3"	15'	6'	3'	2'	26'	-	10'	30'	47'	61'	75'
4"	18'	8'	4'	2'	32'	-	-	23'	42'	57'	72'
6"	25'	11'	5'	3'	44'	-	-	-	25'	43'	60'
8"	32'	14'	7'	4'	58'	-	-	-	-	24'	44'
10"	38'	16'	8'	4'	70'	-	-	-	-	-	25'
12"	45'	19'	9'	5'	83'	-	-	-	-	-	-

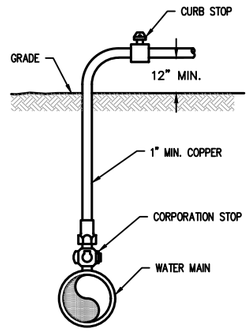
LENGTH (L1) OF PIPE REQUIRED FOR RESTRAINT WHEN USING TEES (FEET)											
TEE CONFIGURATIONS (RESTRAINT LENGTH FOR BRANCH)											
PIPE SIZE (INCHES)	LR = 0'	LR = 2'	LR = 4'	LR = 6'	LR = 8'	LR = 10'	LR = 12'	LR = 14'	LR = 16'	LR = 18'	LR = 20'
3"	26'	21'	16'	12'	7'	2'	1'	1'	1'	1'	1'
4"	31'	26'	21'	17'	12'	7'	1'	1'	1'	1'	1'
6"	43'	38'	34'	29'	24'	19'	15'	10'	5'	1'	1'
8"	56'	52'	47'	42'	37'	33'	28'	23'	18'	14'	9'
10"	68'	63'	58'	53'	48'	44'	38'	34'	29'	24'	20'
12"	80'	75'	70'	65'	60'	56'	51'	46'-0"	41'	36'	31'

THE ABOVE INFORMATION WAS PROVIDED USING THE THRUST RESTRAINT PROGRAM ISSUED BY THE DUCTILE IRON PIPE RESEARCH ASSOCIATION AND APPLIES THE ASSUMPTIONS LISTED IN NOTE 1.



PLASTIC WATER MAIN TRENCH DETAIL

NOT TO SCALE



NOTES:
1. ONCE A SATISFACTORY WATER SAMPLE HAS BEEN OBTAINED, REMOVE THE CORPORATION STOP AND COPPER TUBING AND INSERT A BRASS PLUG INTO THE WATER MAIN TAP.

DISINFECTION/BLOW-OFF/SAMPLING TAP

NOT TO SCALE

DISINFECTION OF POTABLE WATER SERVICE MAINS:

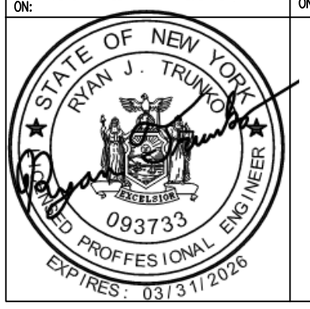
1. DISINFECTION WILL BE ACCOMPLISHED AFTER PIPE HAS PASSED ANY LEAKAGE TESTS.
2. THE MUNICIPALITY AND THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE START OF PRESSURE TESTING, LEAKAGE TESTING, AND DISINFECTION.
3. DISINFECTION WILL BE PERFORMED IN ACCORDANCE WITH AWWA STANDARD C 651-05 OR LATER ADDITION. (EXCLUDING SECTION 5.1 COVERING THE TABLET METHOD).
4. CHLORINE-WATER SOLUTION IS PREPARED BY ADDING SODIUM HYPOCHLORITE TO WATER IN ACCORDANCE WITH THE FOLLOWING TABLE (VERIFY AGAINST TOWN REQUIREMENTS): CHLORINE REQUIRED TO PRODUCE 25 MG/L CONCENTRATION IN 100 FT. OF PIPE BY DIAMETER

PIPE SIZE IN.	100 PERCENT CHLORINE LB.	1 PERCENT CHLORINE SOLUTIONS GAL.
6	0.030	0.36
8	0.054	0.65

NOTE: 1% SOLUTIONS REQUIRE 1 POUND OF SODIUM HYPOCHLORITE IN 8 GAL OF WATER

5. PRODUCT DETERIORATION MUST BE CONSIDERED IN COMPUTING THE QUANTITY OF SODIUM HYPOCHLORITE REQUIRED FOR THE DESIRED CONCENTRATION.
6. CHLORINE-WATER SOLUTION SHALL BE INTRODUCED INTO THE WATER MAIN WITH A GASOLINE OR ELECTRICALLY POWERED CHEMICAL FEED PUMP DESIGNED FOR FEEDING CHLORINE SOLUTIONS. FEED LINES SHALL BE OF SUCH MATERIAL AND STRENGTH TO PERMIT THEM TO WITHSTAND SAFELY THE MAXIMUM PRESSURE THAT MAY BE CREATED BY PUMP. ALL CONNECTIONS SHALL BE CHECKED FOR TIGHTNESS BEFORE HYPOCHLORITE SOLUTION IS APPLIED TO MAIN.
7. THE CONTRACTOR SHALL FURNISH AND INSTALL A CORPORATION STOP JUST DOWNSTREAM FROM THE NEWLY INSTALLED GATE VALVE OR AS OTHERWISE SHOWN ON DRAWINGS OR APPROVED BY THE ENGINEER.
8. GENERALLY, THE FOLLOWING PROCEDURE SHALL BE USED TO DISINFECT THE NEW MAIN. THE CONTRACTOR SHALL HOWEVER, REVIEW THEIR PROPOSED PROCEDURES WITH THE ENGINEER AT LEAST 48 HOURS PRIOR TO START OF DISINFECTION. ALL DISINFECTION PROCEDURES MUST BE APPROVED BY THE ENGINEER BEFORE DISINFECTION STARTS.
   - A. ALL GATE VALVES AND HYDRANTS MUST BE CLOSED. THE NEW MAIN SHOULD ALREADY BE FULL OF WATER FORM THE HYDROSTATIC TESTS; IF NOT, IT SHALL BE FILLED.
   - B. MIX CHLORINE-WATER SOLUTION IN 55 GALLON DRUMS; CONNECT FEED LINE TO PUMP AND NEW MAIN.
   - C. OPEN GATE VALVE ON THE HYDRANT LEAD OF END HYDRANT; THEN OPEN HYDRANT FULLY. (NOTE: HYDRANT MUST ALWAYS BE EITHER FULLY OPENED OF FULLY CLOSED. THE HYDRANT FLOW MAY BE CONTROLLED BY THROTTLING THE GATE VALVE ON THE HYDRANT LEAD).
   - D. START PUMPING CHLORINE-WATER SOLUTION INTO WATER MAIN; THEN OPEN UPSTREAM GATE VALVE SLOWLY UNTIL FLOW FROM HYDRANT IS PROPORTIONATE TO THE AMOUNT OF CHLORINE-WATER SOLUTION BEING PUMPED (30 PARTS WATER TO 1 PART CHLORINE-WATER SOLUTION). IF A WATER METER IS NOT AVAILABLE, DISCHARGE RATE MAY BE DETERMINED BY USING EITHER A PITOT GAUGE IN THE DISCHARGE OR BY MEASURING THE TIME TO FILL A CONTAINER OF KNOWN VOLUME (SUCH AS A 55 GAL. BARREL). THE PUMPING RATE CAN BE DETERMINED BY MEASURING THE DROP IN LIQUID LEVEL IN A GIVEN LENGTH OF TIME. (NOTE: A STANDARD 55 GALLON STEEL BARREL CONTAINS 19.75 GAL/FT OF DEPTH OR 1.64 GAL/IN OF DEPTH).
   - E. AFTER HYDRANT FLOW AND PUMPING RATE HAVE BEEN ADJUSTED, MAINTAIN A CONSTANT FLOW SO THAT CHLORINE CONCENTRATION IN THE MAIN IS MAINTAINED AT A MINIMUM OF 25 PPM.
   - F. PERIODICALLY CHECK HYDRANT DISCHARGE FOR CHLORINE CONCENTRATION BY USING A FIELD CHLORINE RESIDUAL TEST KIT. MAINTAIN HYDRANT DISCHARGE AND PUMPING RATE UNTIL THE MINIMUM CHLORINE CONCENTRATION OF 25 PPM HAS BEEN ACHIEVED THROUGHOUT THE ENTIRE MAIN DISINFECTED.
   - G. AFTER THE REQUIRED CONCENTRATION HAS BEEN ACHIEVED, ALL VALVES AND HYDRANTS ON THE MAIN LINE BETWEEN THE UPSTREAM GATE VALVE AND THE DISCHARGE HYDRANT SHALL BE OPERATED IN ORDER TO DISINFECT THE INTERNAL APPURTENANCES. DO NOT OPERATE ANY GATE VALVE THAT IS LOCATED ON A CONNECTION TO AN EXISTING WATER MAIN THAT IS IN SERVICE.
9. AFTER THE CONTRACTOR HAS TAKEN A WATER SAMPLE AND VERIFIED THE MINIMUM 25 PPM CHLORINE CONCENTRATION, UNDER WITNESS BY THE ENGINEER, THE CONTRACTOR SHALL RETAIN THE CHLORINATED WATER IN THE MAIN BY THE FOLLOWING METHOD:
   - A. FIRST, CLOSE THE UPSTREAM GATE VALVE.
   - B. SECOND, CLOSE THE DISCHARGE HYDRANT.
   - C. THIRD, SHUT OFF THE PUMP.
10. CHLORINATED WATER SHALL REMAIN IN THE MAIN FOR A MINIMUM OF 24 HOURS.
11. IF THE CHLORINE RESIDUAL IS LESS THAN 10 PPM AT THE END OF THE 24 HOURS, REPEAT SYSTEM TREATMENT.
12. ANY SECTION OF PIPE, VALVES OR FITTINGS, INCLUDING TAPPING SLEEVES AND VALVES WHICH ARE INSTALLED OUTSIDE THE LIMITS OF THE SYSTEM SUBJECTED TO THE CHLORINATION PROCEDURES SPECIFIED ABOVE, SHALL BE SPRAYED OR SWABBED WITH A 1% HYPOCHLORITE SOLUTION PRIOR TO INSTALLATION.
13. AFTER THE CONTRACTOR HAS TAKEN A WATER SAMPLE AND VERIFIED THE MINIMUM 10 PPM CHLORINE RESIDUAL, UNDER WITNESS BY THE ENGINEER, CONTRACTOR SHALL THOROUGHLY FLUSH CHLORINATED WATER FROM THE MAIN BY THE FOLLOWING METHOD:
   - A. FIRST, OPEN THE DISCHARGE HYDRANT.
   - B. SECOND, OPEN THE UPSTREAM GATE VALVE.
   - C. THIRD, OPEN ANY HYDRANTS ON THE MAIN LINE TO REMOVE ALL CHLORINATED WATER FROM THE HYDRANT LEADS.
14. FLUSH THE MAIN WITH POTABLE WATER IN SUCH A MANNER THAT DOES NOT ADVERSELY AFFECT FISH, PLANT, OR ANIMAL LIFE.
15. THE QUANTITY AND LOCATION OF WATER SAMPLES TO BE TAKEN SHALL BE DETERMINED BY THE ENGINEER.
16. WATER SAMPLES SHALL BE TAKEN BY THE CONTRACTOR IN STERILIZED BOTTLES.
17. ANALYZE WATER SAMPLES IN ACCORDANCE WITH STANDARD METHODS FOR EXAMINATION OF WATER AND WASTEWATER, 14TH EDITION, PUBLISHED BY AMERICAN WATER WORKS ASSN., 6666 WEST QUINCY AVE., DENVER, CO 80235.
18. IF A BACTERIOLOGICAL TEST PROVES THE WATER QUALITY TO BE UNACCEPTABLE; REPEAT SYSTEM TREATMENT.
19. IF A BACTERIOLOGICAL TEST PROVES WATER TO BE ACCEPTABLE; REMOVE FEED LINE AND CORPORATION STOP. CORPORATION STOP WILL BE REPLACED WITH A THREADED BRASS PLUG UNLESS OTHERWISE DIRECTED BY ENGINEER.
20. SAMPLES MUST BE BACTERIOLOGICALLY SAFE BEFORE WATER MAIN IS PLACED IN SERVICE.

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:



ALTERED BY:
ON:

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

CONTRACT NUMBER

MISCELLANEOUS DETAILS

DRAWING NO. MSD-4
SHEET NO. 10

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

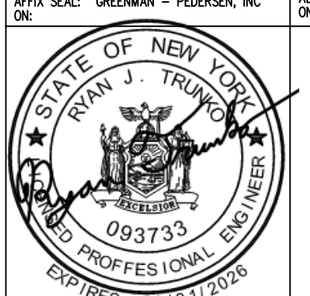
TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO | DRAFTING A. LAPOLT | CHECK C. CORNWELL

DRAINAGE TABLE

STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (CY)	ITEM 206.0201 (CY)	ITEM 552.17 (SF)	ITEM 555.1000008 (EA)	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.8001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.8607 (LF)	ITEM 603.9836 (LF)	ITEM 603.9842 (LF)	ITEM 604.0726011 (EA)	ITEM 604.13000011 (EA)	ITEM 604.3007111 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.3007111 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)
CB-1	1433750.0587	649625.8931	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.94	9.0																	3.4						1	
CB-1A	-	-	INSTALL NEW 15" RCP INLET IN CB-1 AT ELEV. 342.33, OUTLET IN CB-2 AT ELEV. 341.04			15		0.50%	62.13	81.6									257.0																
CB-1.1	1433732.7183	649629.9118	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.75	8.7																	3.3						1	
CB-1.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-1.1 AT ELEV. 342.40, OUTLET IN CB-1 AT ELEV. 342.33			12		0.50%	2.20	2.8								15.0																
CB-2	1433808.5902	649878.4489	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		5.14	9.3																	3.5						1	
CB-2A	-	-	INSTALL NEW 15" RCP INLET IN CB-2 AT ELEV. 341.04, OUTLET IN CB-3 AT ELEV. 340.44			15		0.50%	55.72	64.7									121.0																
CB-2.1	1433791.2498	649882.4676	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		4.75	8.7																	3.3						1	
CB-2.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-2.1 AT ELEV. 341.19, OUTLET IN CB-2 AT ELEV. 341.04			12		0.50%	2.27	2.8								15.0																
CB-3	1433839.5085	649998.3180	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		8.80	14.3																	5.4						1	
CB-3A	-	-	INSTALL NEW 18" RCP INLET IN CB-3 AT ELEV. 340.44, OUTLET IN OUT-1 AT ELEV. 340.20			18		3.00%	20.96	25.7					1					48.0															
EX-DS2A	-	-	INSTALL NEW 15" SICPP INLET IN EX-DS2 AT ELEV. 343.73, OUTLET IN MH-2 AT ELEV. 343.68			15		0.22%	17.26	18.6	152.5						25.0									1.0									
MH-2	1434381.3031	649400.0679	INSTALL NEW SQUARE DRAINAGE STRUCTURE TYPE F WITH ROUND MANHOLE FRAME AND COVER	4.50	4.50		350.00		13.67	21.1																			7.1					1
MH-2A	-	-	INSTALL NEW 15" SICPP INLET IN MH-2 AT ELEV. 343.68, OUTLET IN CB-6 AT ELEV. 343.31			15		0.22%	146.30	157.0	901.8						167.0																		
CB-5	1434203.3055	649382.9323	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		349.04		10.72	17.0																1.0			6.4					1	
CB-5A	-	-	INSTALL NEW 15" SICPP AND REMOVE EXISTING PIPE INLET IN CB-5 AT ELEV. 343.43, OUTLET IN CB-6 AT ELEV. 343.31			15		0.30%	31.29	33.7	266.5						41.0																		
CB-6	1434213.1509	649425.9070	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH WELDED FRAME AND RETICULINE GRATE 11	5.67	4.67		350.00		11.92	19.9		1.0															7.4			7.5				1	
CB-6A	-	-	INSTALL NEW 36" SICPP INLET IN CB-6 AT ELEV. 343.31, OUTLET IN MH-7 AT ELEV. 343.11			36		0.16%	182.15	219.3	625.0													125.0										
CB-6B	-	-	REMOVE EXISTING RCP PIPING FROM CB-6 TO MH-8						80.11	80.1																								
MH-7	1434085.0546	649437.2240	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		349.91		9.03	15.7																						6.0		1	
MH-7A	-	-	REMOVE EXISTING DRAINAGE STRUCTURE							11.9						1.0																		
MH-7B	-	-	EXTEND EXISTING 15" RCP FIELD VERIFY INLET ELEV., OUTLET IN MH-7 AT ELEV. 344.94			15		1.00%	2.06	2.3									7.0																
MH-7C	-	-	INSTALL NEW 38"X24" RCP INLET IN CB-7 AT ELEV. 343.11, OUTLET IN MH-8 AT ELEV. 342.74			38		0.46%	83.38	110.2	461.7										81.0														
MH-8	1434003.2149	649427.4435	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.29		10.52	17.8																						6.7		1	
MH-8A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 343.49, OUTLET IN MH-8 AT ELEV. 343.13			18		3.00%	3.49	4.3										12.0						1.0									
MH-8B	-	-	INSTALL NEW 15" RCP INLET IN AT ELEV. 343.92, OUTLET IN MH-8 AT ELEV. 343.47			15		3.00%	2.87	3.7									15.0							1.0									
MH-8C	-	-	INSTALL NEW 38"X24" RCP INLET IN MH-8 AT ELEV. 342.74, OUTLET IN MH-9 AT ELEV. 341.92			38		0.48%	150.67	178.3	935.0										170.0														
MH-9	1433834.2953	649386.2232	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.14		11.27	20.2																							6.5		1	
MH-9A	-	-	INSTALL NEW 49"X32" RCP INLET IN MH-9 AT ELEV. 341.92, OUTLET IN MH-10 AT ELEV. 341.69			49		0.15%	189.31	214.5	883.5											155.0														

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:



ALTERED BY:
ON:

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MISCELLANEOUS TABLES

CONTRACT NUMBER

DRAWING NO. MST-1
SHEET NO. 11

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GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

	STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (CY)	ITEM 206.0201 (CY)	ITEM 552.17 (SF)	ITEM 555.1000000 6 (EA)	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.6001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.6607 (LF)	ITEM 603.9936 (LF)	ITEM 603.9842 (LF)	ITEM 604.072800 11 (EA)	ITEM 604.130000 11 (EA)	ITEM 604.300711 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.300711 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)
	MH-10	1433687.9686	649337.8051	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.62		11.74	20.9																						6.7		1	
	MH-10A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 342.72, OUTLET IN MH-10 AT ELEV. 342.44			18		2.00%	5.78	6.9										14.0					1.0											
	MH-10B	-	-	INSTALL NEW 18" RCP INLET IN CB-10.1 AT ELEV. 343.10, OUTLET IN MH-10 AT ELEV. 343.00			18		2.00%	0.00	0.0										4.0															
	MH-10C	-	-	INSTALL NEW 42" SICPP INLET IN MH-10 AT ELEV. 341.69, OUTLET IN MH-11 AT ELEV. 341.44			42		0.13%	206.22	286.4	1180.0														200.0											
	CB-10.1	1433688.0500	649345.0230	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		346.60		6.43	11.1																		4.2						1	
	CB-10.1A	-	-	REMOVE EXISTING RCP PIPING AND STRUCTURES FROM CB-10.1 TO OUT-1						199.90	199.9		4.0															4.0								
	MH-11	1433497.9322	649262.0317	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.69		10.94	18.5																						6.9		1	
	MH-11A	-	-	INSTALL NEW 42" SICPP INLET IN MH-11 AT ELEV. 341.44, OUTLET IN MH-12 AT ELEV. 341.31			42		0.14%	108.62	147.1	607.6														98.0											
	MH-12	1433427.0717	649225.5206	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		347.00		11.58	19.4																						7.2		1	
	MH-12A	-	-	INSTALL NEW 42" SICPP INLET IN MH-12 AT ELEV. 341.31, OUTLET IN MH-13 AT ELEV. 341.21			42		0.14%	87.54	116.6	457.5														75.0											
	MH-13	1433359.5149	649182.3871	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		12.16	21.3																							7.1	1	
	MH-13A	-	-	INSTALL NEW 42" SICPP INLET IN MH-13 AT ELEV. 341.21, OUTLET IN MH-14 AT ELEV. 341.17			42		0.14%	17.58	23.3	100.8														18.0											
	MH-14	1433348.4878	649201.4098	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.02	19.5																							6.6	1	
	MH-14A	-	-	INSTALL NEW 42" SICPP INLET IN MH-14 AT ELEV. 341.17, OUTLET IN MH-15 AT ELEV. 340.84			42		0.14%	305.31	401.0	1428.0														238.0											
	MH-15	1433403.7335	649435.9277	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.93	20.9																							7.0	1	
	MH-15A	-	-	INSTALL NEW 42" SICPP INLET IN MH-15 AT ELEV. 340.84, OUTLET IN OUT-2 AT ELEV. 340.51			42		0.14%	332.31	428.8	1296.0		1												240.0											
	CB-16	1433288.3256	649112.1621	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		10.57	18.9		1.0																					6.4	1	
	CB-16A	-	-	INSTALL NEW 36" SICPP INLET IN CB-16 AT ELEV. 341.30, OUTLET IN MH-17 AT ELEV. 341.28			36		0.13%	12.26	16.0	94.4													16.0											
	MH-17	1433278.6418	649127.9017	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.70	20.6																							6.9	1	
	MH-17A	-	-	INSTALL NEW 36" SICPP INLET IN MH-17 AT ELEV. 341.28, OUTLET IN MH-18 AT ELEV. 341.17			36		0.13%	90.29	114.6	456.5													83.0											
	MH-18	1433350.5359	649176.4557	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		10.79	19.2																							6.5	1	
	MH-18A	-	-	INSTALL NEW 36" SICPP INLET IN MH-18 AT ELEV. 341.17, OUTLET IN MH-19 AT ELEV. 341.14			36		0.13%	22.75	28.3	125.4													22.0											
	MH-19	1433337.6467	649198.2611	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.25	19.9																							6.7	1	
	MH-19A	-	-	INSTALL NEW 36" SICPP INLET IN MH-19 AT ELEV. 341.14, OUTLET IN MH-20 AT ELEV. 340.82			36		0.13%	314.25	388.0	1464.0													244.0											
	MH-20	1433393.8760	649438.2962	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.93	20.9																							7.0	1	
	MH-20A	-	-	INSTALL NEW 36" SICPP INLET IN MH-20 AT ELEV. 340.82, OUTLET IN OUT-3 AT ELEV. 340.51			36		0.13%	329.29	401.8	1440.0			1										240.0											
				TOTAL=						3,291.8	4,162.4	12,876		1	1.0	1.0	1.0	233.0	30.0	400.0	78.0	251.0	155.0	730.0	869.0	5.0	4.0	7.4	29.5	7.1	7.5	26.8	13.2	54.2	22	1

C. CORNWELL DRAFTING | A. LAPOLT CHECK | C. CORNWELL PROJECT MANAGER | R. TRUNKO

DESIGN SUPERVISOR | F. MASTROIANNI JOB MANAGER | R. TRUNKO DESIGN | A. LAPOLT CHECK

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS–BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MISCELLANEOUS TABLES

CONTRACT NUMBER

DRAWING NO. MST–2
SHEET NO. 12

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GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR	F. MASTROIANNI	JOB MANAGER	R. TRUNKO	DESIGN	A. LAPOLT	CHECK	C. CORNWELL	DRAFTING	A. LAPOLT	CHECK	C. CORNWELL	PROJECT MANAGER	R. TRUNKO

TABLE OF MAINTENANCE JURISDICTION - KINGS ROAD AND SARTOLI AVE DRAINAGE IMPROVEMENTS

PART NO.	DESCRIPTION	STATION LIMITS	GENERAL FEATURES TO BE MAINTAINED	JURISTICTIONAL AGENCY	AUTHORITY FOR MAINTENANCE JURISDICTION
			ROADWAY		
1	KINGS RD	STA 0+00± TO STA 9+15±	PAVEMENT, DRAINAGE, SIGNAGE, STRIPING, LANDSCAPING, AND SNOW & ICE CONTROL	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
2	SARTOLI AVE	STA 0+30± TO STA 5+73±	PAVEMENT, DRAINAGE, SIGNAGE, STRIPING, LANDSCAPING, AND SNOW & ICE CONTROL	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130
			INTERSECTIONS AND SERVICE ROADS		
3	HIGHBRIDGE RD	STA 7+50± TO STA 8+50± 9' LT TO 45' LT	PAVEMENT, SIGNAGE, STRIPING, AND LANDSCAPING	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
			SNOW AND ICE CONTROL		
4	KINGS RD	STA 0+00± TO STA 9+15±	ENTIRE ROADWAY AND SHOULDERS	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
5	SARTOLI AVE	STA 0+30± TO STA 5+73±	ENTIRE ROADWAY AND SHOULDERS	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 81
6	HIGHBRIDGE RD	STA 7+50± TO STA 8+50± 9' LT TO 45' LT	ENTIRE ROADWAY AND SHOULDERS	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
			UTILITIES		
7	OVERHEAD ELECTRIC LINES - KINGS RD	STA 0+00± TO STA 9+15±	UTILITY LINES, UTILITY POLES AND UTILITY EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
8	OVERHEAD ELECTRIC LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	UTILITY LINES, UTILITY POLES AND UTILITY EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
9	PHONE/FIBER LINES - KINGS RD	STA 0+00± TO STA 9+15±	PHONE/FIBER LINES AND UTILITY EQUIPMENT	VERIZON/AT&T/TIME WARNER	UTILITY AGREEMENT
10	PHONE/FIBER LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	PHONE/FIBER LINES AND UTILITY EQUIPMENT	VERIZON/AT&T/TIME WARNER	UTILITY AGREEMENT
11	UNDERGROUND GAS LINES - KINGS RD	STA 0+00± TO STA 9+15±	GAS LINES AND EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
12	UNDERGROUND GAS LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	GAS LINES AND EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
13	UNDERGROUND STORM/SEWER/WATER LINES - KINGS RD	STA 0+00± TO STA 9+15±	STORM/SEWER LINES AND EQUIPMENT	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130
14	UNDERGROUND STORM/SEWER/WATER LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	STORM/SEWER LINES AND EQUIPMENT	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130
15	UNDERGROUND STORM/SEWER/WATER LINES - MARTINALLA AVE	ENTIRE LENGTH	STORM/SEWER LINES AND EQUIPMENT	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS–BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MISCELLANEOUS TABLES

CONTRACT NUMBER

DRAWING NO. MST–3
SHEET NO. 13

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

GPI GREENMAN–PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO | DRAFTING C. CORNWELL

BEGINNING OF STORMWATER REPLACEMENT

KINGS ROAD

HIGHBRIDGE ROAD

END OF STORMWATER REPLACEMENT

MATCHLINE GNP-3
MATCHLINE GNP-4

MATCHLINE GNP-4
MATCHLINE GNP-5

MATCHLINE GNP-3
MATCHLINE GNP-8

MATCHLINE GNP-1
MATCHLINE GNP-2

MARTINALLA AVE.

SATROLI AVE.

ROME AVE.

KINGS ROAD TO BE RESTORED FROM TRENCHING OPERATIONS

SARTOLI AVE TO BE RECONSTRUCTED

MATCHLINE GNP-5
MATCHLINE GNP-6

MATCHLINE GNP-8
MATCHLINE GNP-8

STORMWATER DISCHARGE POINT

STORMWATER DETENTION POND

OVERFLOW SWALE FOR SARTOLI AVE

MATCHLINE GNP-6
MATCHLINE GNP-7

OVERFLOW SWALE FOR EXISTING POND

0 100 200
SCALE IN FEET

AFFIX SEAL: GREENMAN – PEDERSEN, INC
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STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
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EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS–BUILT REVISIONS
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SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

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OVERALL GENERAL PLAN

CONTRACT NUMBER

DRAWING NO. GNP–0
SHEET NO. 14

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GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | DRAFTING A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO

N

N 8" PVC INV 341.45
~ 0" LT INV 341.69

SAN. M.H.
RIM 348.68

MATCH LINE GNP-2

MATCH LINE GNP-2

INV. 346.10'

DS-1 TO REMAIN

INLET PROTECTION (TYP)
ITEM 209.1703

EX-DS2
RIM=349.40
INV. IN(NW)=344.73
INV. IN(W)=343.73
INV. OUT=343.73

CB-5 (EX-DS4)
RIM=349.04
INV. IN(W)=343.43
INV. OUT=343.43

CB-5A
41 LF 15" SICPP @ 0.30%

ABANDON AND CAP EXISTING PIPE
ITEM 555.10000006

CONNECT NEW PIPE TO EX-DS2
ITEM 604.07260011

EX-DS2A
25 LF 15" SICPP @ 0.22%

DS-3 TO REMAIN

MH-7A
EX-DS5 TO BE REMOVED CONNECT EXISTING 15" RCP TO MH-7 (WITH CONCRETE COLLAR (SEE NYSDOT STANDARD SHEET 603-01 FOR COLLAR DETAIL)
ITEM 603.77 AND ITEM 603.6002

(REPUTED OWNER)
TOWN OF ROTTERDAM

CB-6B
EXISTING STORM LINE TO BE REMOVED
ITEM 206.0201

CB-6
RIM=350.00
INV. IN(N)=343.31
INV. IN(W)=343.31
INV. OUT=343.31

MH-7
RIM=349.91
INV. IN(W)=344.94
INV. IN(NW)=343.11
INV. OUT=343.11

MH-2
RIM=350.00
INV. IN(W)=343.68
INV. OUT=343.68

MH-2A
167 LF 15" SICPP @ 0.22%

CB-6A
125 LF 36" SICPP @ 0.16%

LIMITS OF PAVEMENT RESTORATION (TYP)

END CENTER LINE STRIPING (STA 8+83)
ITEM 640.21

END DRAINAGE IMPROVEMENTS ON KINGS ROAD STA. 9+16

SAWCUT LINE (TYP)
ITEM 627.50140008

W-BEAM GUIDERAIL

9+00

9+16

SCALE IN FEET
0 20 40

AFFIX SEAL: GREENMAN – PEDERSEN, INC
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EXCELSIOR
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AS-BUILT REVISIONS
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SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
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COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

HIGHBRIDGE ROAD
GENERAL PLAN

CONTRACT NUMBER

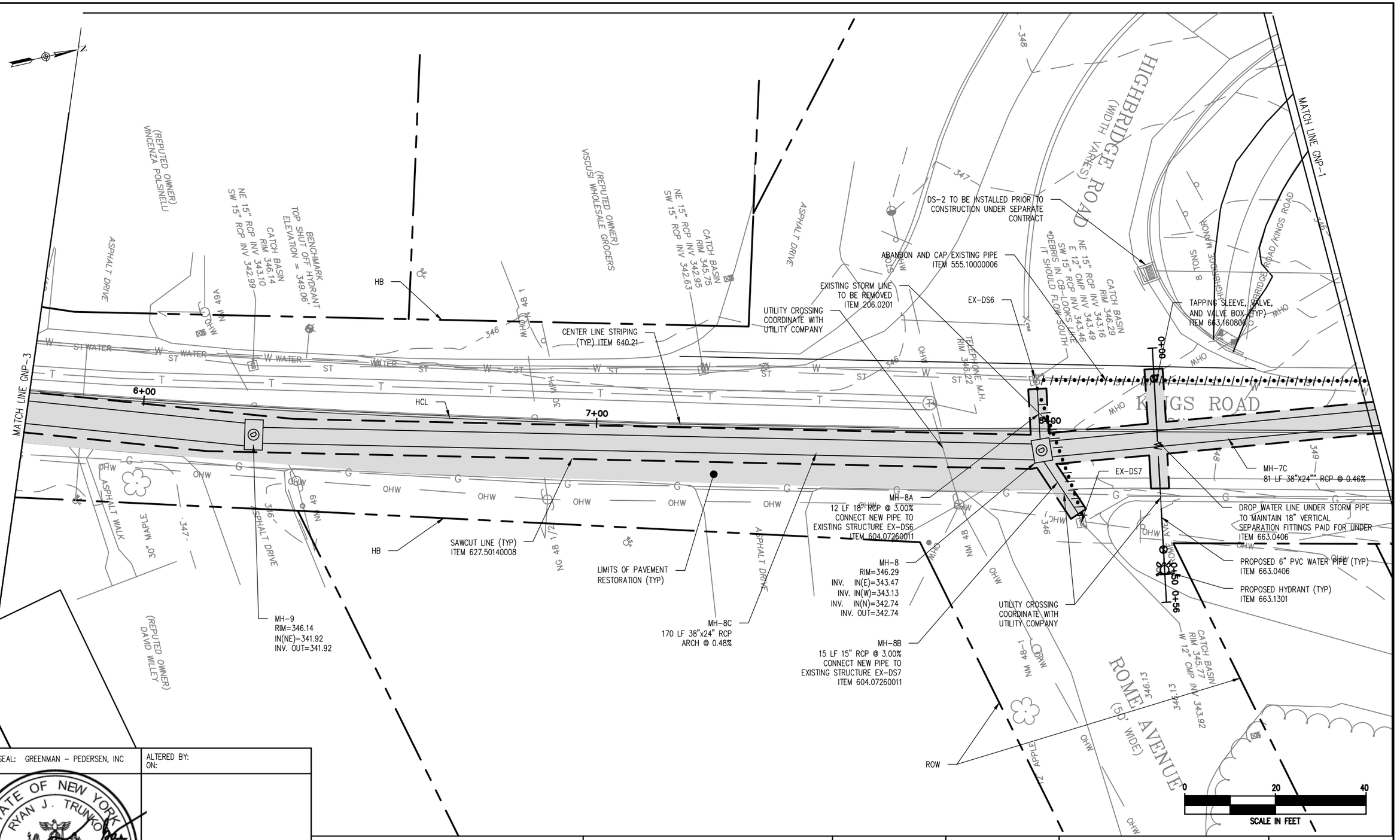
DRAWING NO. GNP-1
SHEET NO. 15

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GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

C. CORNWELL DRAFTING | A. LAPOLT CHECK | C. CORNWELL PROJECT MANAGER | R. TRUNKO DESIGN | R. TRUNKO JOB MANAGER | F. MASTROIANNI DESIGN SUPERVISOR



AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
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LICENSED PROFESSIONAL ENGINEER
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AS-BUILT REVISIONS
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COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

KINGS ROAD
GENERAL PLAN

CONTRACT NUMBER

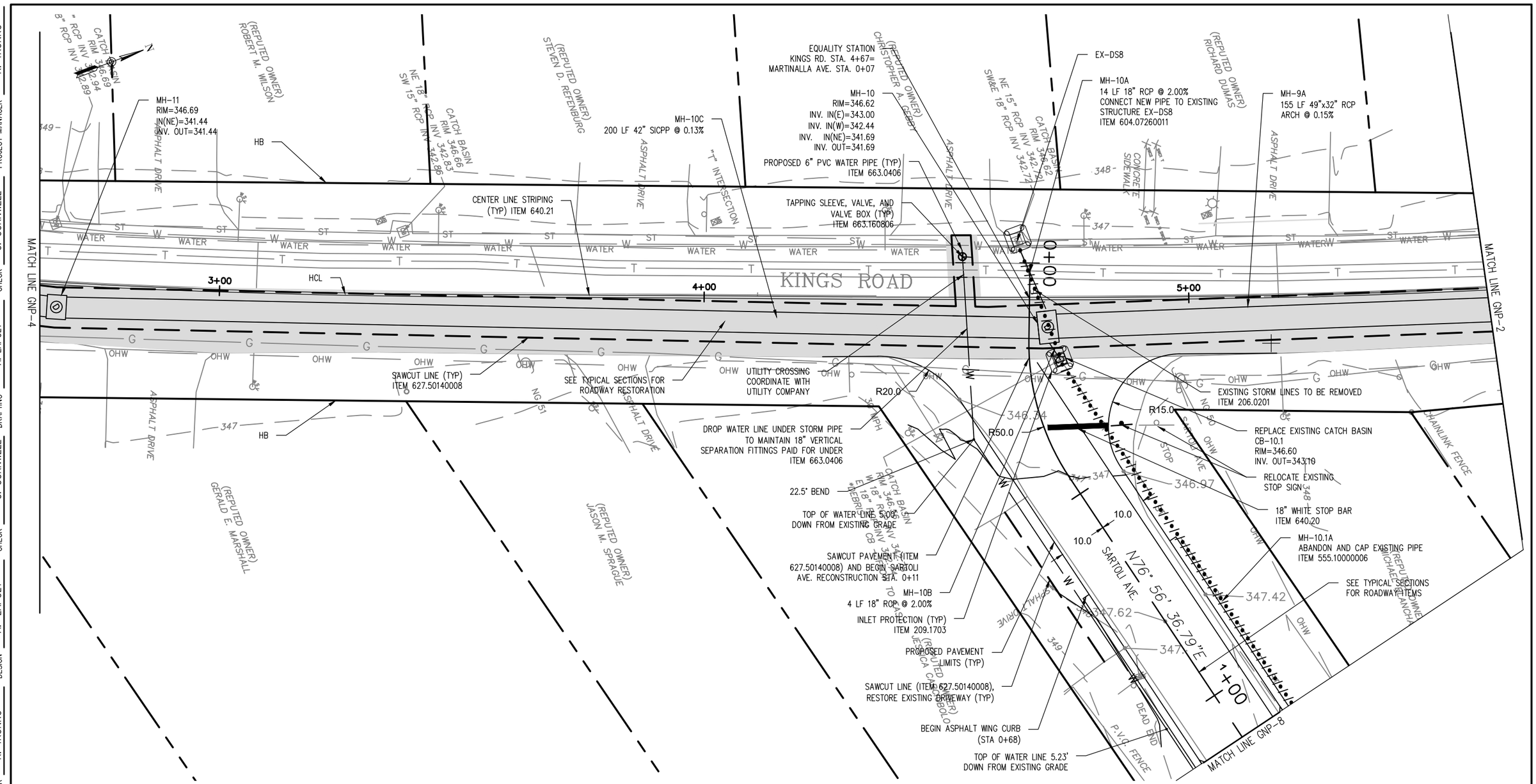
DRAWING NO. GNP-2
SHEET NO. 16

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GPI GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNIKO | DESIGN A. LAPOLT | CHECK | DRAFTING C. CORNWELL | CHECK | PROJECT MANAGER C. CORNWELL | CHECK R. TRUNIKO



AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

AS-BUILT REVISIONS
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SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

KINGS ROAD & SARTOLI AVE
GENERAL PLAN & PROFILE

CONTRACT NUMBER

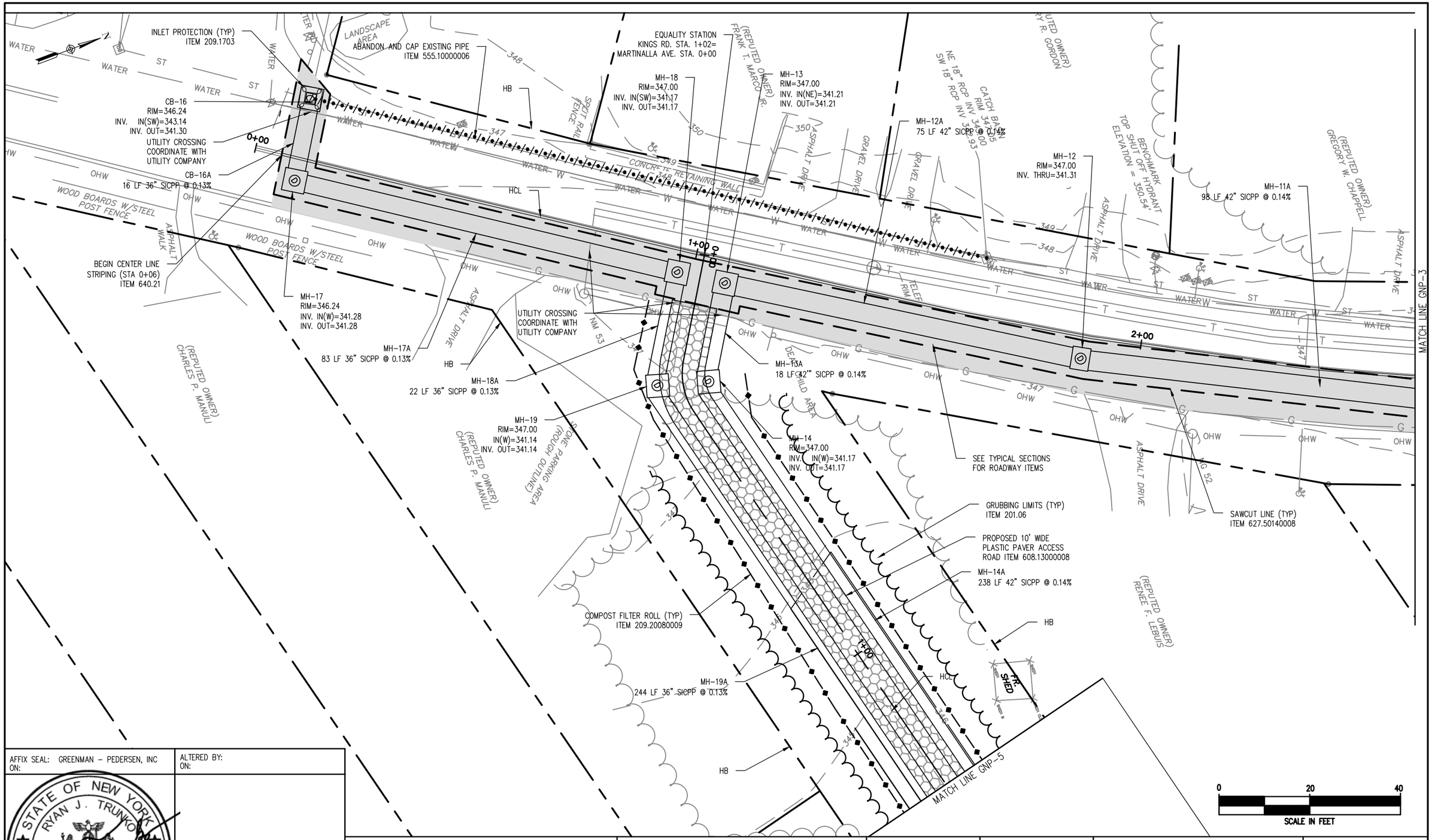
DRAWING NO. GNP-3
SHEET NO. 17

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | DRAFTING C. CORNWELL | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO



AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFESSIONAL ENGINEER
EXPIRES: 03/31/2026

AS-BUILT REVISIONS
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SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

KINGS ROAD & MARTINALLA AVE
GENERAL PLAN

CONTRACT NUMBER

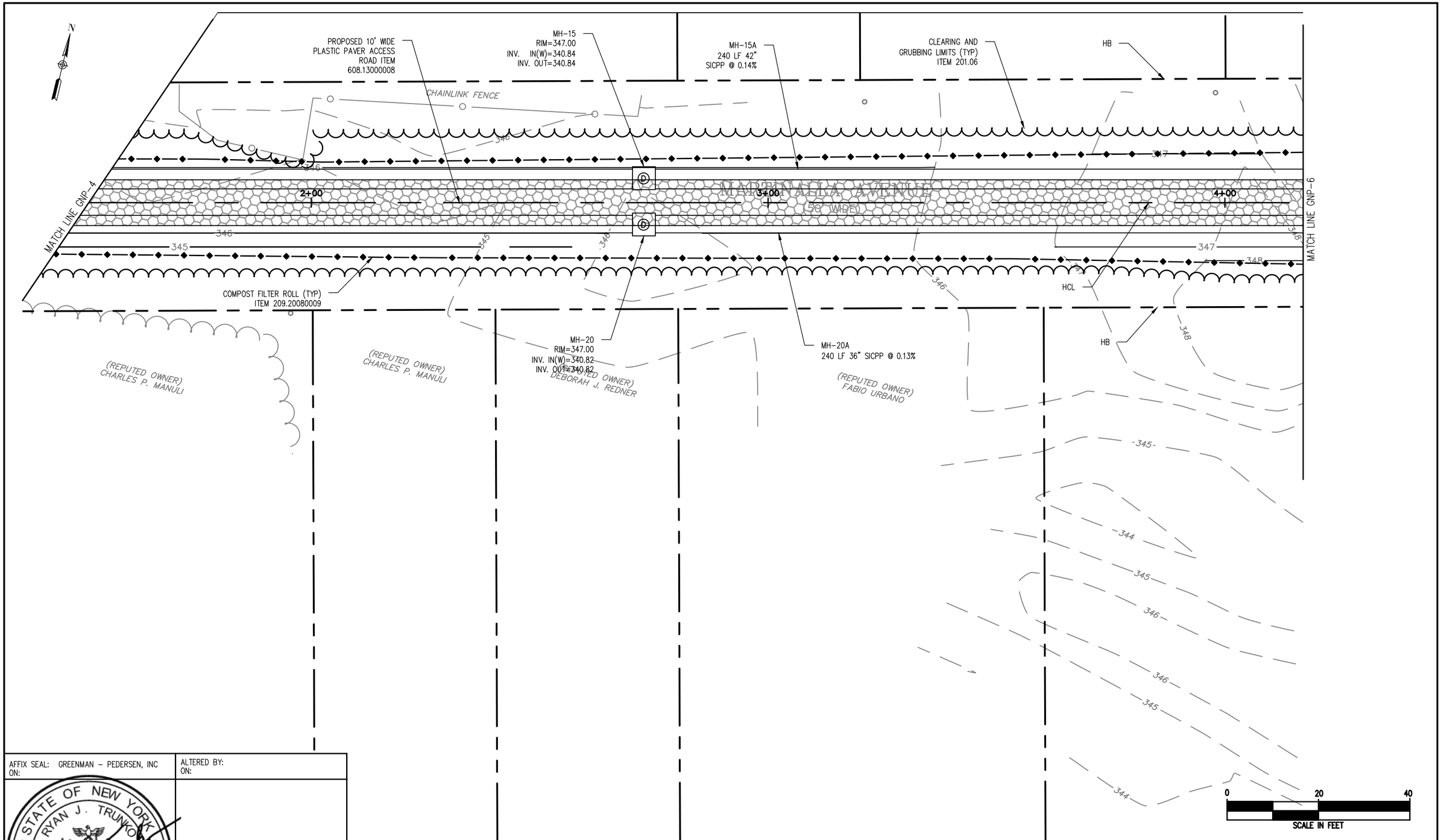
DRAWING NO. GNP-4
SHEET NO. 18

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GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | DRAFTING C. CORNWELL | CHECK A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO



AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS-BUILT REVISIONS
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SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

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MARTINALLA AVE
GENERAL PLAN

CONTRACT NUMBER

DRAWING NO. GNP-5
SHEET NO. 19

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GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | DRAFTING A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO

N

HB

MH-15A
240 LF 42" SICPP @ 0.14%

REMOVE EXISTING FENCE
TO PROPERTY LINE ITEM
607.96000008

COMPOST FILTER ROLL (TYP)
ITEM 209.20080009

CANOPY

OUT-2
INV.=340.51
ITEM 603.172012

HCI

WOOD FENCE

343 344 345 346 342 341 340 339

5+00 5+27

346 345 344

MH-20A
240 LF 36" SICPP @ 0.13%

OUT-3
INV.=340.51
ITEM 603.171912

(REPUTED OWNER)
DEBORAH J. REDNER

STONE FILL OUTLET PROTECTION
ITEM 620.03

339.00

MATCH LINE GNP-5

CLEARING AND GRUBBING LIMITS (TYP)
ITEM 201.06

PROPOSED DETENTION POND
(SEE MSD-2 FOR ITEMS)

PROPOSED 15' WIDE STONE FILL OVERFLOW WEIR
ELEV.=341.50
(SEE MSD-2 FOR ITEMS)

342 341 340 339

18 364.33 b5

344.00

341.00

WETLAND

FW

MATCH LINE GNP-7

(REPUTED OWNER)
CITY OF SCHENECTADY

16 347.00 b3

15 350.13 b2

17 350.83 b4

29 359.14 b16

0 20 40
SCALE IN FEET

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
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EXCELSIOR
LICENSED PROFFESIONAL ENGINEER
EXPIRES: 03/31/2026

ALTERED BY:
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SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
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COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MARTINALLA AVE
GENERAL PLAN

CONTRACT NUMBER

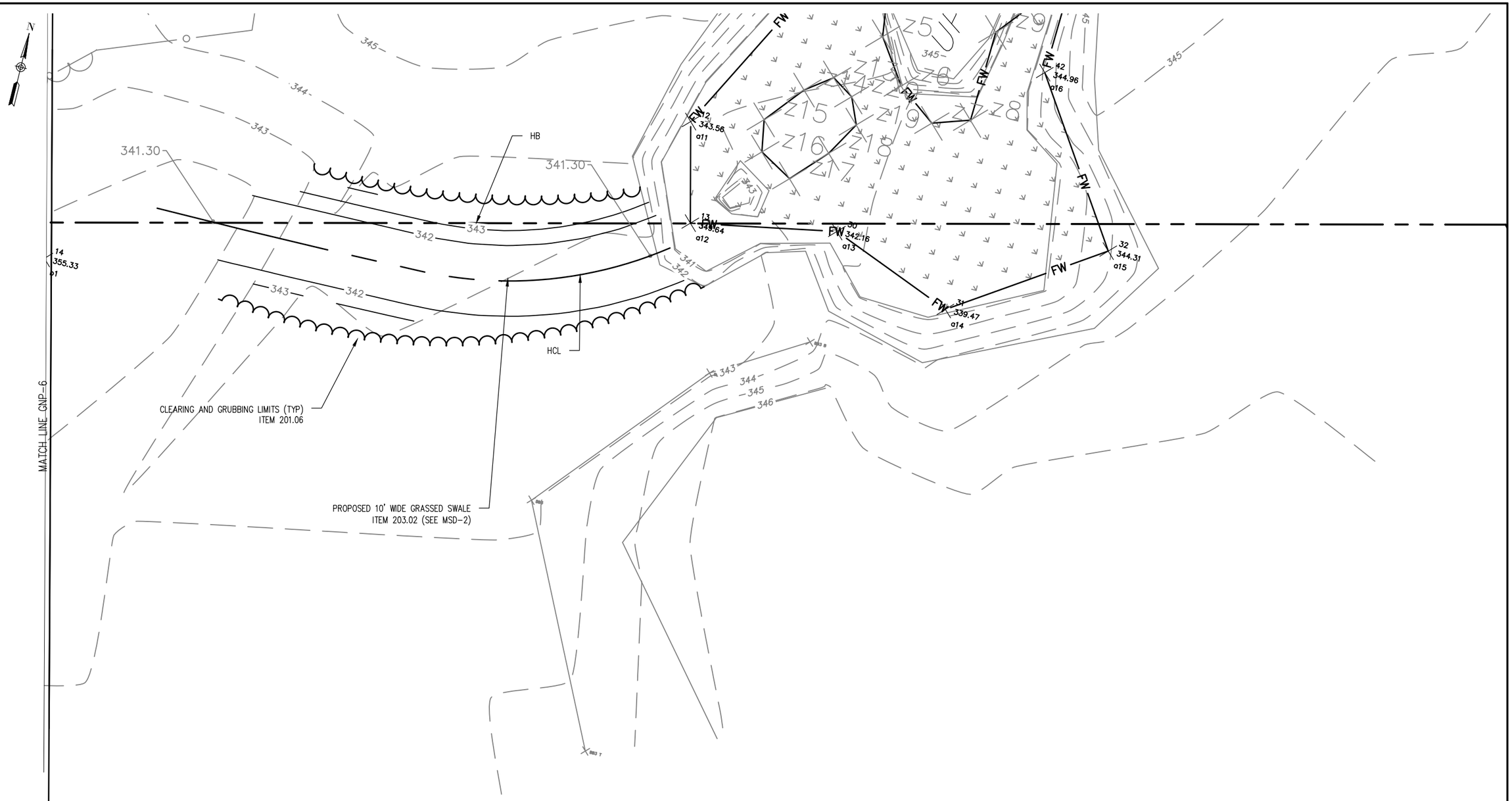
DRAWING NO.GNP-6
SHEET NO. 20

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GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | DRAFTING A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO



0 20 40
SCALE IN FEET

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS–BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MARTINALLA AVE
GENERAL PLAN

CONTRACT NUMBER

DRAWING NO. GNP–7
SHEET NO. 21

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GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER C. CORNWELL | DRAFTING R. TRUNKO

N

SARTOLI AVENUE
(50' WIDE)

2+00 | 3+00 | 4+00 | 5+00 | 6+00 | 7+00

MATCH LINE GNP-7

MATCH LINE GNP-8

(REPUTED OWNER)
DAVID WILLEY

TOP OF WATER LINE 4.91'
DOWN FROM EXISTING GRADE

SEE TYPICAL SECTIONS FOR ROADWAY ITEMS

CB-1.1A
15 LF 12" RCP @ 0.5%

CATCH BASIN
RIM 345.10
SW 24" RCP INV 341.70
NE 18" RCP INV 341.65

ABANDON AND CAP EXISTING PIPE
ITEM 555.10000006

EX-DS9 TO BE ABANDONED
ITEM 604.1300011

CB-1
RIM=344.90
INV. OUT=342.33

CB-1A
257 LF 15" RCP @ 0.5%

SAWCUT LINE (TYP)
ITEM 627.50140008
RESTORE DRIVEWAY
PAVEMENT TO EXISTING
CONDITION (TYP)

CONCRETE DRIVE

ASPHALT PATCH

NO PARKING

CHAINLINK FENCE

GATE

345.19

PROPOSED 6" PVC WATER PIPE (TYP)
ITEM 663.0406

PROPOSED HYDRANT (TYP)
ITEM 663.1301

WATER SERVICE
CONNECTION (TYP)
(SEE MSD-1)

REMOVE AND RESET
FENCE TO HB A.O.B.E
ITEM 607.96000008

TOP OF WATER LINE 4.97'
DOWN FROM EXISTING GRADE

INLET PROTECTION (TYP)
ITEM 209.1703

CB-1.1
RIM=344.90
INV. OUT=342.40

WATER SERVICE
CONNECTION (TYP)
(SEE MSD-1)

16" SPRUCE

TOP OF WATER LINE 5.35'
DOWN FROM EXISTING GRADE

HB

HCL

SAWCUT LINE (TYP)
ITEM 627.50140008
RESTORE DRIVEWAY
PAVEMENT TO EXISTING
CONDITION (TYP)
ITEM 608.0101

WATER SERVICE
CONNECTION (TYP)
(SEE MSD-1)

EX-DS10 TO BE ABANDONED
ITEM 604.1300011

REMOVE EXISTING
STORM LINES
ITEM 206.0201

ASPHALT DRIVE

CONCRETE DRIVE

CHAINLINK FENCE

CB-1A

CB-2
RIM=343.70
INV. IN(S)=341.04
INV. IN(W)=341.04
INV. OUT=341.04

INLET PROTECTION (TYP)
ITEM 209.1703

EX-DS12 TO BE ABANDONED
ITEM 604.1300011

CB-2A
121 LF 15" RCP @ 0.5%

ABANDON AND CAP EXISTING PIPE
ITEM 555.10000006

CB-3
RIM=345.00
INV. IN(W)=340.44
INV. OUT=340.44

INLET PROTECTION (TYP)
ITEM 209.1703

CB-3A
48 LF 18" RCP @ 0.5%

343.89

343.10

DEAD END

CATCH BASIN
RIM 345.02
SW 18" RCP INV 341.31
SE 18" RCP INV 341.30

TOP OF WATER LINE 6.02'
DOWN FROM EXISTING GRADE

TOP OF WATER LINE 5.91'
DOWN FROM EXISTING GRADE

SEE TYPICAL SECTIONS FOR ROADWAY ITEMS

HB

HCL

PROPOSED HYDRANT (TYP)
ITEM 663.1301

PROPOSED 6" PVC WATER PIPE (TYP)
ITEM 663.0406

CB-2.1A
15 LF 12" RCP @ 1.0%

CATCH BASIN
RIM 345.21
NW 18" RCP

(REPUTED OWNER)
DEBORAH J. REDNER

CB-2.1
RIM=343.70
INV. OUT=341.19

END ROADWAY RECONSTRUCTION
STA. 5+73

REMOVE AND RESET
FENCE TO HB A.O.B.E
ITEM 607.96000008

CATCH BASIN
24" INVERT 342.50

PROPOSED GRASSED SWALE
(SEE MSD-2)
ITEM 203.02

EX-DS12 TO BE ABANDONED
ITEM 604.1300011

OUT-1
INV.=340.20
ITEM 603.7303

STONE FILL OUTLET PROTECTION
ITEM 620.03

INLET PROTECTION (TYP)
ITEM 209.1701

0 20 40
SCALE IN FEET

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

CONTRACT NUMBER

SARTOLI AVE
GENERAL PLAN & PROFILE

DRAWING NO. GNP-8
SHEET NO. 22

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

GPI GREENMAN–PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | DRAFTING C. CORNWELL | CHECK A. LAPOLT | DESIGN R. TRUNKO | PROJECT MANAGER C. CORNWELL | CHECK R. TRUNKO | JOB MANAGER

HIGH POINT ELEV = 347.40
HIGH POINT STA = 0+79.53
PVI ELEV = 347.81
PVI STA = 0+69.07
A.D. =−4.29%
K =19.00

81.55' VC

BEGIN ROADWAY RECONSTRUCTION
STA 0+11

BVCS: 0+28.29
BVCE: 346.71

EVCS: 1+09.84
EVCE: 347.16

MATCH EXISTING CROSS SLOPE

2.70%

−1.60%

PROPOSED GRADE (TYP)

BEGIN PROFILE
STA. 0+22.6

EXISTING GRADE (TYP)

ELEVATION

350
348
346
344
342
340
338
336

MATCH LINE GNP−8
MATCH LINE GNP−3

PROPOSED ELEVATION (TYP)
EXISTING ELEVATION (TYP)

346.86
347.13 **347.13**
347.34 **347.34**

0+00 0+50 1+00

PROFILE SARTOLI AVE STA. 0+00 TO 1+11

VERTICAL SCALE
0 2 4

HORIZONTAL SCALE
0 20 40

348
346
344
342
340
338
336

END ROADWAY RECONSTRUCTION
STA 5+73

EXISTING GRADE (TYP)

15" RCP @ 0.5%

PROPOSED GRADE (TYP)

END PROFILE
STA. 7+37.5

−3.37%

−0.50%

ELEVATION

MATCH LINE GNP−9
MATCH LINE GNP−10

CB−2 (SEE PLANS/TABLES FOR INVERT INFORMATION)

CB−3 (SEE PLANS/TABLES FOR INVERT INFORMATION)

MATCH EXISTING

PROPOSED ELEVATION (TYP)
EXISTING ELEVATION (TYP)

18" RCP @ 0.5%

343.42 **346.13**
343.17 **346.57**
342.92 **345.45**

6+00 6+50 7+00

PROFILE SARTOLI AVE STA. 5+72 TO 7+45

AFFIX SEAL: GREENMAN − PEDERSEN, INC
ON:

ALTERED BY:
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXPIRES: 03/31/2026

AS−BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

SARTOLI AVE
PROFILE

CONTRACT NUMBER

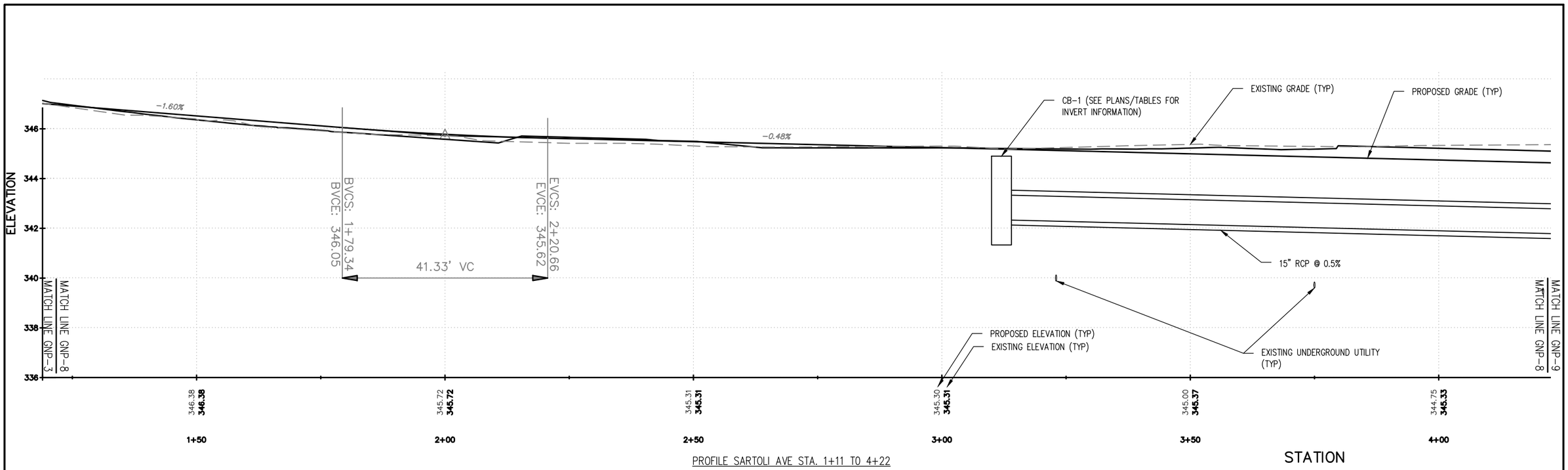
DRAWING NO. PRO−1
SHEET NO. 23

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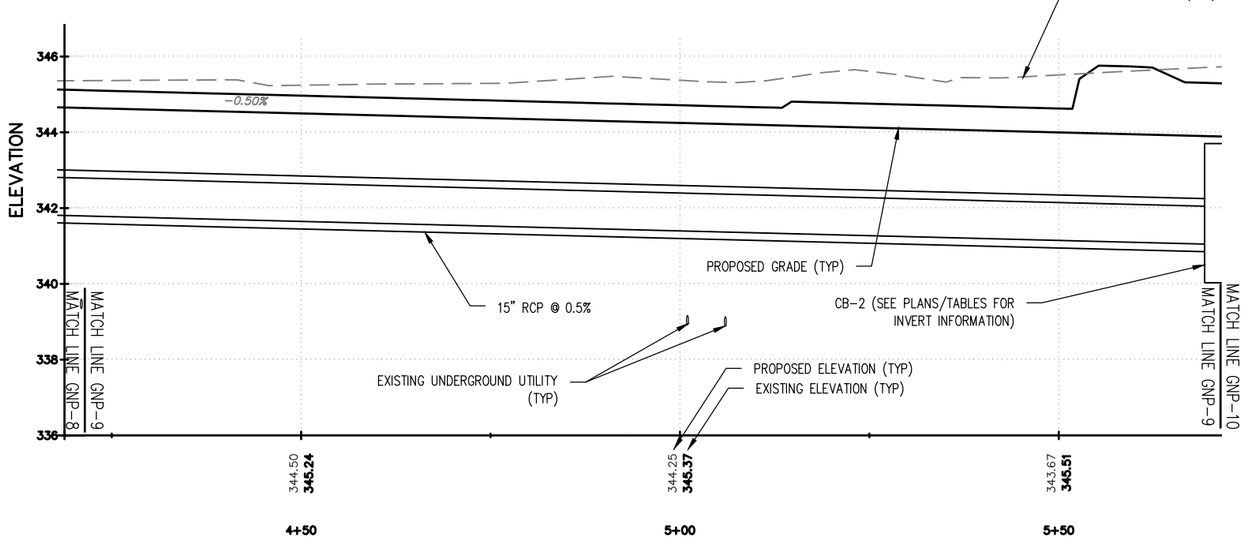
GPI GREENMAN−PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | DRAFTING C. CORNWELL | CHECK A. LAPOLT | PROJECT MANAGER C. CORNWELL | R. TRUNKO



PROFILE SARTOLI AVE STA. 1+11 TO 4+22

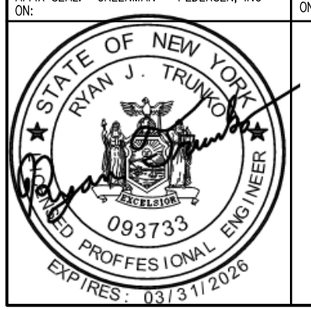


PROFILE SARTOLI AVE STA. 4+22 TO 5+72



AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

SARTOLI AVE
PROFILE

CONTRACT NUMBER

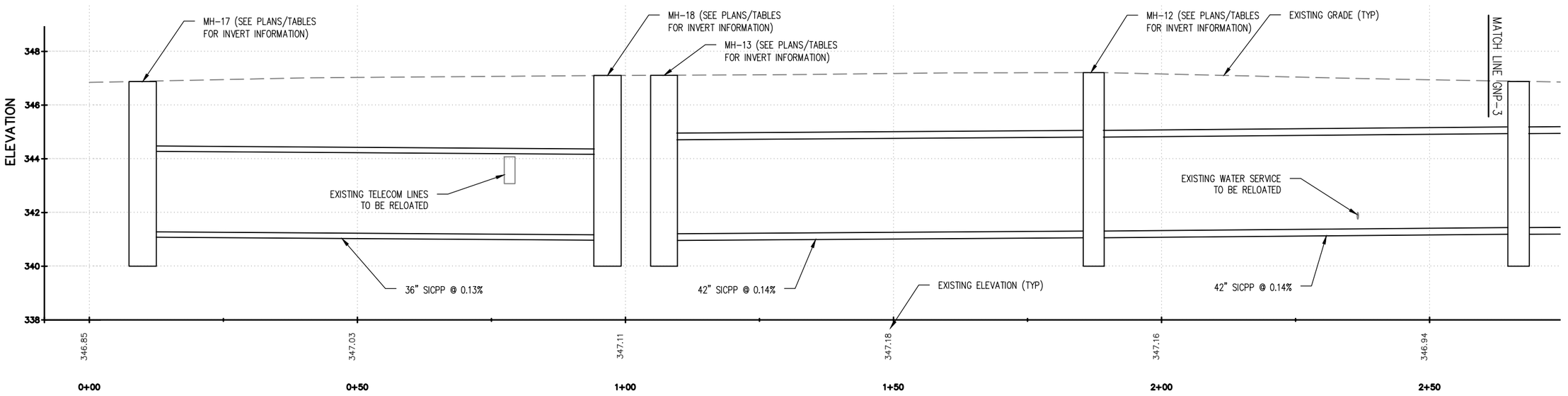
DRAWING NO. PRO-2
SHEET NO. 24

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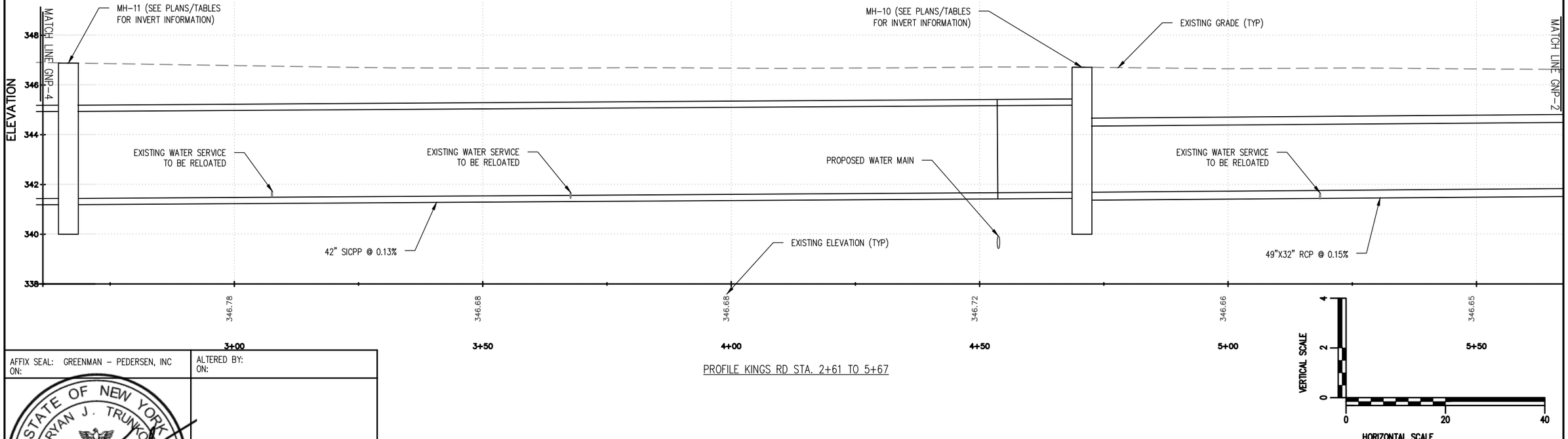
GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | DRAFTING C. CORNWELL | PROJECT MANAGER C. CORNWELL | R. TRUNKO



PROFILE KINGS RD STA. 0+00 TO 2+61



PROFILE KINGS RD STA. 2+61 TO 5+67

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXPIRES: 03/31/2026

ALTERED BY:
ON:

AS–BUILT REVISIONS
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KINGS RD.
PROFILE

CONTRACT NUMBER

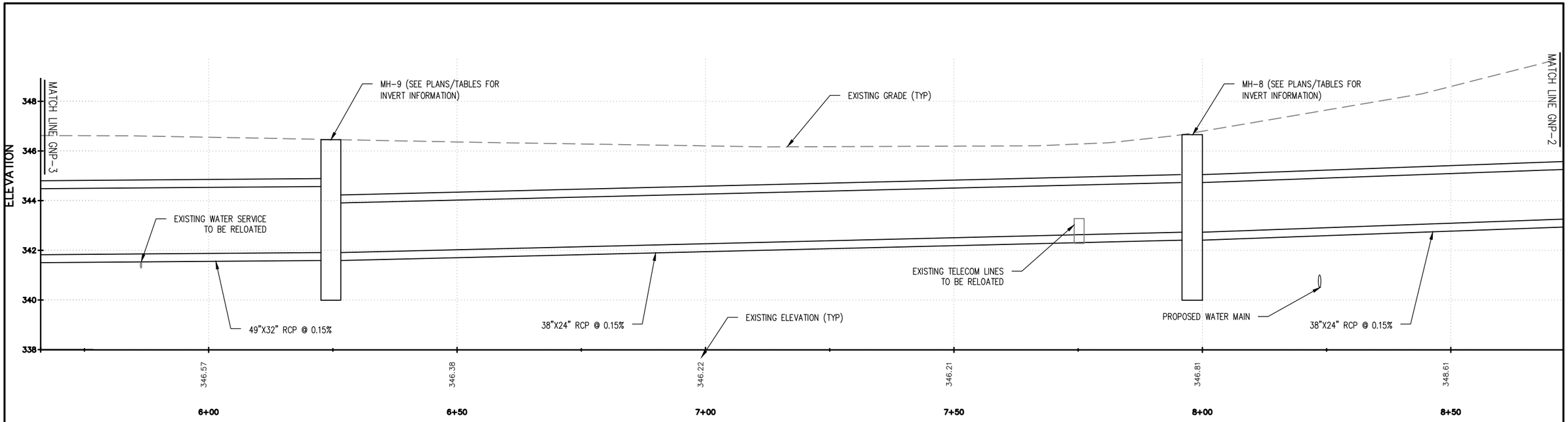
DRAWING NO. PRO-3
SHEET NO. 25

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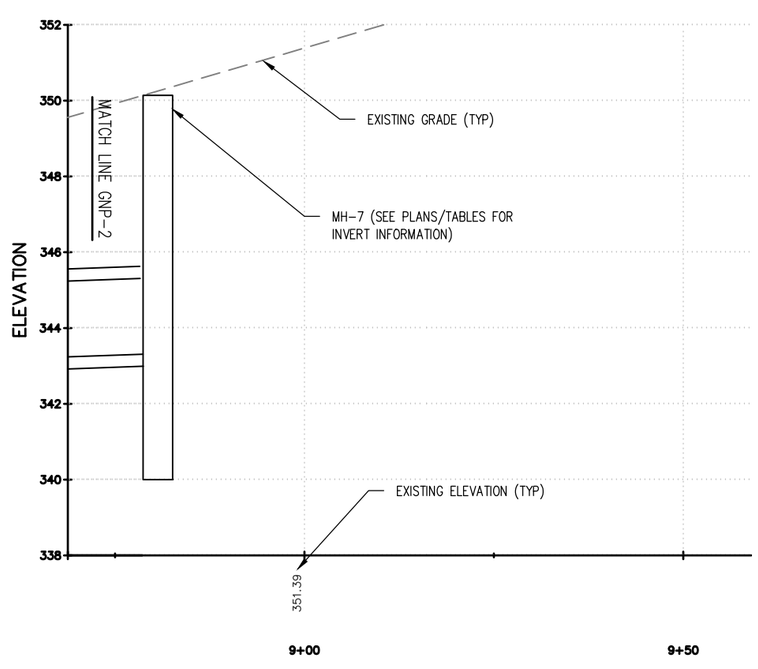
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CONSULTING ENGINEERS

TOWN OF ROTTERDAM
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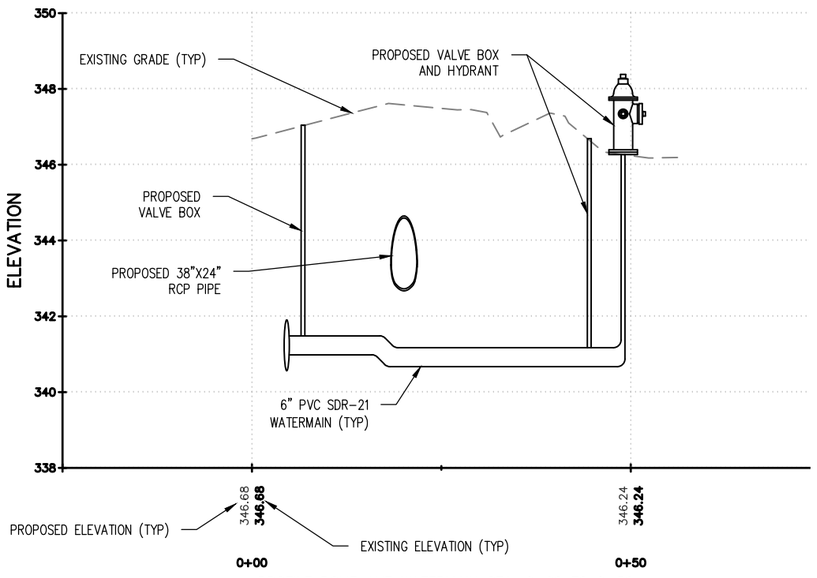
DESIGN SUPERVISOR F. MASTROIANNI | JOB MANAGER R. TRUNKO | DESIGN A. LAPOLT | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO | DRAFTING C. CORNWELL | CHECK A. LAPOLT | DESIGN R. TRUNKO | PROJECT MANAGER C. CORNWELL | JOB MANAGER A. LAPOLT | CHECK F. MASTROIANNI



PROFILE KINGS RD STA. 5+67 TO 8+72



PROFILE KINGS RD STA. 5+67 TO 9+50



PROFILE ROME AVE WATERMAIN STA. 0+00 TO 0+56



AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS
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CONTRACT NUMBER

KINGS RD.
PROFILE

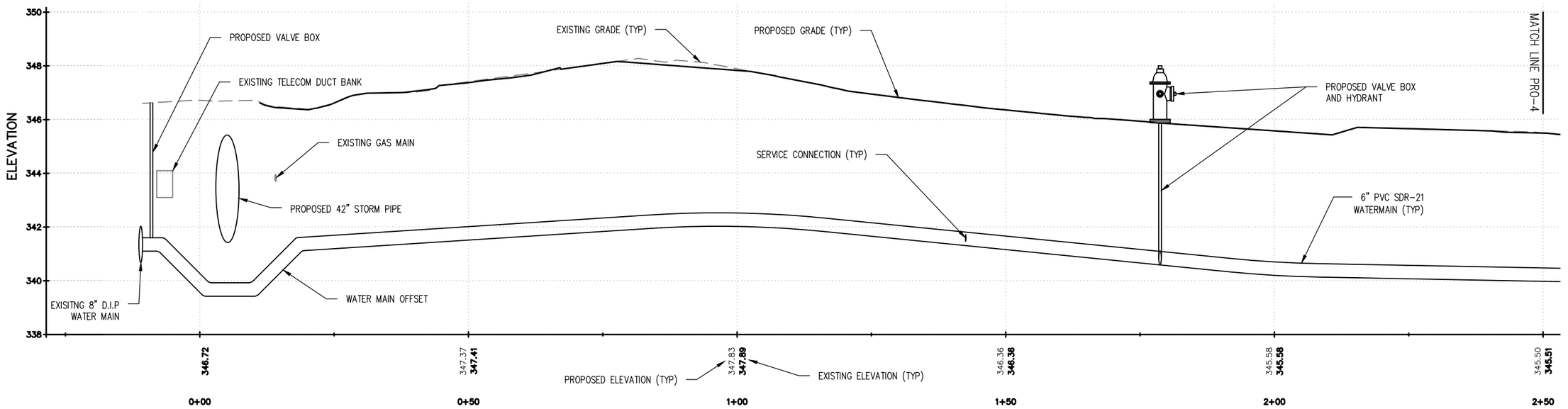
DRAWING NO. PRO-4
SHEET NO. 26

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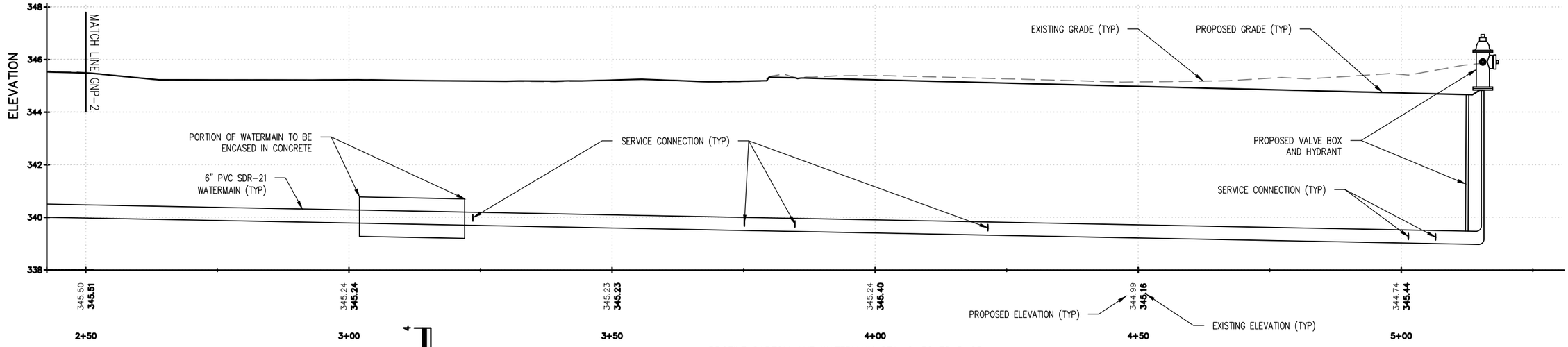
GPI GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

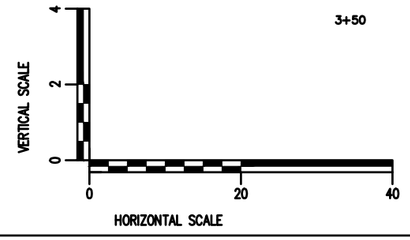
DESIGN SUPERVISOR F. MASTROIANNI | DRAFTING C. CORNWELL | CHECK A. LAPOLT | JOB MANAGER R. TRUNKO | DESIGN R. TRUNKO | CHECK C. CORNWELL | PROJECT MANAGER R. TRUNKO



PROFILE SARTOLI AVE WATERMAIN STA. -0+25 TO 2+50



PROFILE SARTOLI AVE WATERMAIN STA. 2+50 TO 5+25



AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:	ALTERED BY: ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
LICENSED PROFFESIONAL ENGINEER
EXCELSIOR
EXPIRES: 03/31/2026

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

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CONTRACT NUMBER

SARTOLI AVE WATERMAIN PROFILE

DRAWING NO. PRO-5
SHEET NO. 27

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GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

ENGINEER'S ESTIMATE (12/12/2023)					
ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
201.06	CLEARING AND GRUBBING (SPECIFIC LOCATION(S))	ACRE	0.5	$ 17,300.00	$ 8,650.00
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1,350	$ 30.00	$ 40,500.00
203.07	SELECT GRANULAR FILL (SHARE 1)	CY	400	$ 40.00	$ 16,000.00
203.07	SELECT GRANULAR FILL (SHARE 2)	CY	2,900	$ 40.00	$ 116,000.00
204.04	LIGHTWEIGHT CONCRETE FILL (TYPE B)	CY	25	$ 100.00	$ 2,500.00
206.0201	TRENCH AND CULVERT EXCAVATION (SHARE 1)	CY	420	$ 25.00	$ 10,500.00
206.0201	TRENCH AND CULVERT EXCAVATION (SHARE 2)	CY	3,780	$ 25.00	$ 94,500.00
206.05	TEST PIT EXCAVATION	EA	10	$ 800.00	$ 8,000.00
209.1003	TEMPORARY TURF ESTABLISHMENT	SY	1,730	$ 1.00	$ 1,730.00
209.1703	DRAINAGE STRUCTURE INLET PROTECTION, (X=SELECT TYPE) - TEMPORARY	LF	170	$ 10.00	$ 1,700.00
209.1901	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE X, INTERMEDIATE	SY	25	$ 5.00	$ 125.00
209.20080009	BIODEGRADABLE BIOLFILTER ROLLS 8 INCH	LF	1,500	$ 5.00	$ 7,500.00
304.12	SUBBASE COURSE, TYPE 2 (SHARE 1)	CY	3	$ 80.00	$ 240.00
304.12	SUBBASE COURSE, TYPE 2 (SHARE 2)	CY	839	$ 80.00	$ 67,120.00
404.128201	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION (SHARE 1)	TON	6	$ 160.00	$ 960.00
404.128201	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION (SHARE 2)	TON	212	$ 160.00	$ 33,920.00
404.198901	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION (SHARE 1)	TON	6	$ 130.00	$ 780.00
404.198901	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION (SHARE 2)	TON	244	$ 130.00	$ 31,720.00
404.378901	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION (SHARE 1)	TON	6	$ 120.00	$ 720.00
404.378901	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION (SHARE 2)	TON	294	$ 120.00	$ 35,280.00
407.0103	TACK COAT (SPECIFIY DILUTED OR STRAIGHT) (SHARE 1)	GAL	20	$ 5.00	$ 100.00
407.0103	TACK COAT (SPECIFIY DILUTED OR STRAIGHT) (SHARE 2)	GAL	175	$ 5.00	$ 875.00
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	2,500	$ 0.50	$ 1,250.00
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	1,200	$ 10.00	$ 12,000.00
552.17	SHIELDS AND SHORING	SF	12,876	$ 1.00	$ 12,876.00
555.10000006	ABANDON EXISTING CULVERT	CY	60	$ 100.00	$ 6,000.00
603.171912	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) X INCH DIAMETER, YY GAUGE	EA	1	$ 1,500.00	$ 1,500.00
603.172012	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) X INCH DIAMETER, YY GAUGE	EA	1	$ 2,000.00	$ 2,000.00
603.6001	REINFORCED CONCRETE PIPE X, 12 INCH DIAMETER	LF	30	$ 70.00	$ 2,100.00
603.6002	REINFORCED CONCRETE PIPE X, 15 INCH DIAMETER	LF	400	$ 100.00	$ 40,000.00
603.6003	REINFORCED CONCRETE PIPE X, 18 INCH DIAMETER	LF	78	$ 180.00	$ 14,040.00
603.6604	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HE Y, (ZZ=SELECT RISE AND SPAN)	LF	251	$ 150.00	$ 37,650.00
603.6607	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HE Y, (ZZ=SELECT RISE AND SPAN)	LF	155	$ 180.00	$ 27,900.00
603.7303	REINFORCED CONCRETE PIPE END SECTIONS XX INCH DIAMETER	EA	1	$ 3,000.00	$ 3,000.00
603.9815	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER	LF	233	$ 70.00	$ 16,310.00
603.9836	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 36 INCH DIAMETER	LF	730	$ 125.00	$ 91,250.00
603.9842	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 42 INCH DIAMETER	LF	869	$ 140.00	$ 121,660.00
604.070101	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (SERIALIZED)	EA	6	$ 1,500.00	$ 9,000.00
604.07260011	CONNECTION TO EXISTING DRAINAGE FACILITIES	EA	5	$ 2,000.00	$ 10,000.00
604.13000011	ABANDONING DRAINAGE STRUCTURE	EA	4	$ 2,000.00	$ 8,000.00
604.321111	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	54.2	$ 1,257.00	$ 68,129.40
604.320811	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	13.2	$ 1,400.00	$ 18,480.00
604.320711	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	26.8	$ 520.00	$ 13,936.00
604.300711	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	7.5	$ 520.00	$ 3,900.00
604.300632	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	7.1	$ 520.00	$ 3,692.00
604.300611	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	29.5	$ 750.00	$ 22,125.00
607.9600001	REMOVE AND DISPOSE OF EXISTING FENCE	LF	1,000.0	$ 5.00	$ 5,000.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	4	$ 1,000.00	$ 3,500.00
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS	TON	28	$ 250.00	$ 7,000.00
608.13000008	GRASS PAVERS	SY	545	$ 70.00	$ 38,150.00
610.1601	TURF ESTABLISHMENT - (X=ROADSIDE OR LAWNS)	SY	1,728	$ 2.00	$ 3,456.00
619.27	MAILBOXES	EA	10	$ 300.00	$ 3,000.00
620.0801	BEDDING MATERIAL	CY	35	$ 100.00	$ 3,500.00
620.04	STONE FILLING - (SIZE)	CY	330	$ 120.00	$ 39,600.00
627.50140008	CUTTING PAVEMENT (SHARE 1)	LF	250	$ 5.00	$ 1,250.00
627.50140008	CUTTING PAVEMENT (SHARE 2)	LF	1,850	$ 5.00	$ 9,250.00
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	4	$ 2,000.00	$ 8,000.00
637.34	OFFICE TECHNOLOGY AND SUPPLIES	LS	1	$ 2,000.00	$ 2,000.00
640.20	WHITE PAINT REFLECTORTIZED PAVEMENT STRIPES - 20 MILS	LF	21	$ 0.50	$ 10.50
640.21	YELLOW PAINT REFLECTORTIZED PAVEMENT STRIPES - 20 MILS	LF	876	$ 0.50	$ 438.00
655.1202	MANHOLE FRAME & COVER	EA	1	$ 1,200.00	$ 1,200.00
655.1111	(11 = FRAME TYPE) (06 = GRATE TYPE)	EA	22	$ 1,200.00	$ 26,400.00
663.0406	PLASTIC WATER PIPE, XX" (SHARE 1)	LF	575	$ 114.00	$ 65,550.00
663.0604	COPPER WATER SERVICE PIPE XX" (SHARE 1)	LF	250	$ 50.00	$ 12,500.00
663.1301	HYDRANT (XX=SERIALIZED) (SHARE 1)	EA	3	$ 6,000.00	$ 18,000.00
663.160806	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, XX" x YY" (SHARE 1)	EA	2	$ 4,500.00	$ 9,000.00
663.250X	WATER SERVICE CONNECTION, X" (SHARE 1)	EA	7	$ 1,500.00	$ 10,500.00
663.260X	CURB STOP & CURB BOX, X" (SHARE 1)	EA	7	$ 1,500.00	$ 10,500.00
	ENGINEER'S ESTIMATE SUBTOTAL (EES) (SHARE 1)				**$ 156,600.00**
	ENGINEER'S ESTIMATE SUBTOTAL (EES) (SHARE 2)				**$ 1,147,422.90**
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	$66,855.00	$66,855.00
625.01	SURVEY OPERATIONS	LS	1	$8,747.00	$8,747.00
	ADJUSTED ENGINEER'S ESTIMATE FOR CONSTRUCTION				**$ 1,379,624.90**
697.03	FIELD CHANGE PAYMENT (FCP)	DC	8,000	$ 1.00	$8,000.00
699.040001	MOBILIZATION 4%	LS	1	$ 55,505.00	$55,505.00
	GRAND TOTAL ENGINEER'S ESTIMATE FOR CONSTRUCTION 2023*				**$ 1,443,129.90**

*Due to the construction market pricing volatility, unpredictable lead times, and material shortages, this Opinion of Probable Cost is subject to change. This Opinion of Probable Cost only includes costs for items specifically identified herein. It is intended to give order of magnitude pricing information and is not intended to give final pricing information. It is an opinion of probable cost. Unit prices depicted herein were derived from the NYSDOT Pay Item Catalog data that is continually updated, as well as recent construction bid costs.

RESOLUTION NO. 66.24

TO NEGOTIATE AND EXECUTE AMENDMENT #1 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 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 Amendment #1 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for a Phase I Environmental Site Assessment/Hazardous Materials Investigation/Project Development Services, for the Town Court and Police Facility Feasibility Study, in the amount not to exceed twenty thousand five hundred and 00/100 dollars ($20,500.00).

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 8, 2024

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo -Senior Planner

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide additional engineering services for the potential purchase of property located at 369 Duanesburg Road.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town would like to amend the existing contract with Barton and Loguidice to conduct a hazardous materials investigation on the existing structure. Additionally, B & L will provide limited project development services so that the Town Board can make an informed decision on the potential location of the Town's Police and Court facility comprising 3.67-acres of property located at 369 Duanesburg Road in the vicinity of Five Corners.

Evaluation/Analysis: Amendment #1 provided by Barton and Loguidice appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): Town Board should consider authorizing the Town Supervisor to amend the existing agreement with Barton and Loguidice to provide additional engineering services in the amount of $20,500.00.

Attachment/Document(s): See proposed Amendment #1 from B & L dated January 5, 2024

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

January 5, 2024

Mollie A. Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

Re: Town Court and Police Facility Feasibility Study
Amendment #1 – Due Diligence at Zampino Property - 369 Duanesburg Road
Phase I Environmental Site Assessment/Hazardous Materials Investigation/Project Development Services

File: 704.4610

Dear Supervisor Collins:

In accordance with our recent discussions, Barton & Loguidice, D.P.C. (B&L) has prepared this amendment #1 to conduct a Phase I Environmental Site Assessment (Phase I ESA) and hazardous materials investigation of the existing structure for a property comprising of 3.67 acres located at 369 Duanesburg Road, Town of Rotterdam, Schenectady County, NY. It is our understanding that the parcel has a tax identification of 48.19-13-16, owned by Leslie J. Zampino and had been developed with a small commercial building, most recently housing a martial arts business.

We are also including project development services to assist the Town with transitioning from the previously authorized feasibility study phase into the above noted due diligence phase so the Town can then make an informed decision on the path forward for the Town Court & Police Facility project.

Scope of Services – B&L proposes the following scope of services:

Task 1 - Phase I Environmental Site Assessment/EPA AAI Report

B&L will conduct a Phase I ESA of the subject property in general accordance with the American Society For Testing and Materials (ASTM) *"Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process"* (ASTM E1527-21) to identify 1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment: 2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or 3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The USEPA approved that ASTM E1527-21 meets "Standards and Practices for All Appropriate Inquiries" under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) constituting one of the requirements necessary for CERCLA liability protection.

The four major components of the ESA/AAI investigation are described below.

1. **Records Review.** Practically reviewable Federal, State, and local environmental records and related site-specific records will be reviewed for information on environmental compliance and

10 Airline Drive, Suite 200, Albany, New York 12205 · Office: 518-218-1801 · Fax: 518-218-1805 · BartonandLoguidice.com

The experience to listen
The power to solve

environmental violations. The records to be reviewed include State and Federal lists of hazardous waste treatment, storage, and disposal facilities; aboveground and underground storage tanks; hazardous waste, chemical, and petroleum spills; obtained through environmental data research services. Local environmental records may be obtained via records review requests at municipal departments such as assessors, building, engineering, fire, and health departments.

A Freedom of Information Law (FOIL) request will be submitted to the State environmental agencies. It is assumed that identified records maintained by the State will be transmitted to B&L in a digital format and an in-person file review is not required.

Past uses of the site and adjoining properties will be identified through a review of available fire insurance maps, topographic maps, street atlas maps, aerial photographs, and/or street directories.

2. **Site Reconnaissance.** B&L will conduct a site reconnaissance to observe potential environmental concerns and for visual indications that may suggest hazardous substances or petroleum products (as defined by ASTM) have been released into the ground, groundwater, or surface water. The property, peripheries of the property, and structures on the property will be visually examined during site reconnaissance. It is assumed that B&L will be provided with full access to the site to conduct the reconnaissance, and that property survey maps, legal descriptions of the properties, and site/building plans (if available) will be provided for our use. Observations regarding offsite uses or activities will be made from the subject site and public right-of-ways.

3. **Interviews.** We will conduct in-person and/or telephone interviews with current property owners and/or occupants, as well as former property owners, operators, lessees, occupants and other individuals familiar with the site as necessary to obtain information pertaining to environmental issues and to request available documentation needed to complete the Phase I ESA. We will also conduct interviews with various state and local agencies as necessary to further identify issues of potential environmental concern at the site.

4. **Report.** A report detailing the findings and conclusions of the Phase I ESA will be prepared for the site in accordance with ASTM E1527-21. The report will include documentation supporting our findings and conclusions, and will include photographs taken during the site reconnaissance. B&L will list identified recognized environmental conditions from the Phase I ESA (if any), with recommended additional investigations. The credentials of key personnel involved in completing the Phase I ESA also will be included in the report. B&L will furnish an electronic PDF version of the final document.

Optional Environmental Lien Search Report: ASTM E1527-21 compliant environmental lien search reports attesting that Activities & Use Limitations (AULs) or Environmental Liens are recorded for the properties can be obtained from a professional title firm for the property as an optional task. The lien search reports will date back to 1980. This task is listed as optional as ASTM E1527-21 states that the

User is responsible for reporting to the environmental professional if AULs and environmental liens are present, and this action may likely have been completed by others during property acquisition deed and title review process.

Assumptions

1. **Reliance**. Only the Town of Rotterdam, as signatory to this proposal, may rely on B&L's professional work product. Others who may come to seek reliance are required to sign liability waiver letters issued by B&L.

2. **Sampling, Analytical and Remedial Services.** The scope of services does not include sampling or analyses of environmental media of any kind.

3. **Site Accessibility.** We assume that seller and tenant representatives will cooperate with our work. We also assume that doors and gates, if any, will be unlocked at the time of our site visit. Areas of the site involving confined space entry, deep water, dense thickets, unusual heights and other reasonable concerns will be excluded for safety. Areas that are inaccessible for any reason, including safety concerns, will be noted in the report.

4. **Full Disclosure of Related Information.** Town of Rotterdam will forward to B&L knowledge of environmental liens, activity & use limitations, and other known environmental conditions that may affect the value and use of the site. This includes information on the provided ASTM questionnaire by the Client and Owner/Operator.

Task 2 - Hazardous Materials Investigation and Sampling

- B&L will perform an investigation and sampling for asbestos-containing materials, lead-based paint and PCBs (polychlorinated biphenyls) in caulking identified within the subject building.
- NYSDOL accredited Building Inspectors will schedule and coordinate access to the subject property. We anticipate providing a single survey team for completion of the hazardous materials investigations and sampling. Complete access to the interior and exterior of the building will be required for the duration of work. This includes access to the roof.
- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos.
- Sampling, as necessary, to clarify the extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.
- Lead inspectors will perform a thorough review of building components for suspect lead-based paint (LBP). These components shall include, but not be limited to walls, ceilings, door components, window components, mechanical equipment, cabinets, structural members, and

exterior finishes. Paint chip samples will be collected from all accessible components within the renovation area in accordance with EPA HUD requirements. The samples will be submitted for laboratory analysis to determine the presence or absence of lead.

- There is a potential for PCBs to be present in exterior caulking. As a precaution, we will sample exterior caulking for laboratory analysis. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulking is present.
- We will provide a report summarizing the sampling results and the impact of ACM, lead-based paint and PCB caulking identified within the subject building. The data collected during the survey will be compiled in tabular form for reporting. Our report will include a summary of our review, materials sampled, sample location information, and condition of each material sampled.

Assumptions

1. Any field investigations will be performed in coordination with the Town. We assume that seller and tenant representatives will cooperate with our work and provide full access to all building spaces at the time of the scheduled investigation.
2. Invasive methods will be required to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.
3. Our lump sum fee for the investigation includes the sampling and analysis of up to 21 samples by standard PLM, up to 24 samples by PLM-Gravimetric reduction, up to 24 samples by NOB/TEM follow-up analysis, up to 8 samples for lead in paint analysis, and up to 4 samples for PCB analysis. Additional sampling and analysis shall be reimbursable at the following unit rates: $12 for standard PLM analysis, $22 for PLM-Gravimetric reduction, $37 for TEM follow-up, $28 for lead-based paint and $85 per caulk sample for PCB analysis.
4. Roof sampling will be performed. At sample locations, generic repairs will be made utilizing suitable non-ACM materials. B&L cannot be held responsible for any subsequent leakage. The Owner is encouraged to hire a commercial roofing contractor to preform patching if possible.

Task 3 – Project Development Services

B&L will assist the Town through the due diligence phase as noted above by providing miscellaneous services/tasks as requested by the Town. These tasks would include updating the matrix, updating costs based on public input, attending meetings, making future presentations to the Town and public, answering questions about the various alternatives etc.

Fee Summary

B&L proposes to provide the above described Scope of Services for the fees indicated below.

Service	Fee	Fee Type
Phase I Environmental Site Assessment/EPA AAI Report	$ 4,500	Lump Sum
Environmental Lien Search Report (Optional)	$ 500	Lump Sum
Hazardous Material Investigation and Sampling	$ 5,500	Lump Sum
Project Development Services	$10,000	Time & Expense
Total	$20,500	

If any additional information is required or tasks performed beyond the scope as set forth herein, those items will be estimated separately and will be in addition to the lump sum fee indicated above. Please note that if any third-party reliance letters are required they will be in addition to the lump sum fee indicated above.

If this proposal meets with your approval, please countersign below and return one copy for our records.

Thank you for the opportunity to continue to provide services on this important project. If you should have any questions, please feel free to contact me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Principal

TRB/GVL/PJC/DJR/jms
Encl. 2024 Standard Billing Rate Schedule

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the Original Agreement Terms and Conditions.

Mollie A. Collins, Town Supervisor _____ Date _____

RESOLUTION NO. 88.23

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, February 8, 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 FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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 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 (Absent)			
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 February 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

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

Diane M. Marco

Diane M. Marco, Town Clerk

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

TOWN OF ROTTERDAM

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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

Barton
&Loguidice

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:

Service	Fee	Fee Type
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.

B&L

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.

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.

Mollie A. Collins — 2/10/2023

Ms. Mollie Collins, Town of Rotterdam Supervisor — Date

RESOLUTION NO. 67.24

TO AMEND RESOLUTION 17.24 OF THE YEAR 2024; TO APPOINT/REAPPOINT MEMBERS OF THE TOWN OF ROTTERDAM PARKS AND RECREATION ADVISORY COMMITTEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 17.24, as amended, is hereby amended and restated to read as follows: The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2024 through December 31, 2026:

Roslyn Warlik
Andrea Coppola
Nate Ryan
Bart Metzold
Yvonne Cleveland

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: January 8, 2024

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Yvonne Cleveland to the Parks and Recreation Committee

TOWN BOARD MEETING: January 10, 2024

Background Information: Ms. Cleveland has been a Rotterdam resident for most of her life, and has volunteered her time with many youths' sport leagues and also Town events.

Evaluation/Analysis: Her history with volunteering and participating in all sorts of programs within the Town make her a valuable asset to be a committee member for the Parks and Rec. Committee.

Recommendation(s): Appoint Yvonne Cleveland to the Parks and Recreation Committee

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 68.24

TO AMEND RESOLUTION 21.24 OF THE YEAR 2024; AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached "Purchasing Policy and Procedures".

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached "Purchasing Policy and Procedures" for public display during normal business hours.

SECTION 3. This resolution shall become retroactive to January 1, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: January 9, 2024

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Amend Resolution #21.24 to correct Town of Rotterdam Purchasing Policy retroactive to January 1, 2024.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town of Rotterdam Purchasing Policy is reviewed and adopted at each Organizational Meeting.

Evaluation/Analysis: In an effort to provide a fresher copy of the policy an error occurred and a previous policy was adopted.

Recommendation(s): Correct the Town of Rotterdam Purchasing Policy retroactive to January 1, 2024

Attachment/Document(s): Attached Town of Rotterdam Purchasing Policy

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

TOWN OF ROTTERDAM
PURCHASING POLICY AND PROCEDURES

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the Town Council of the Town of Rotterdam is adopting internal policies and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law.

Purchasing Policy

1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or public works contract. Once that determination is made, a good faith effort will be made to determine if it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase, and will include the reason the purchase is considered exempt.

2. All goods and services will be secured by the use of written requests for proposals, written quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:

   a. Goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law,
   b. Goods purchased from correctional institutions pursuant to Section 186 of the Correction Law,
   c. Purchases under State contracts pursuant to Section 104 of the General Municipal Law,
   d. Purchases under county contracts pursuant to Section 103 (3) of the General Municipal Law, or
   e. Purchases pursuant to Subdivision 7 of this policy.

3. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Amount of Purchase Contract	Method
$250 - $4,999	Verbal quotes at the discretion of the Department Head
$5,000 - $19,999	Written/fax quotes or written Request for Proposals (RFP) With approval of Town Supervisor
Above $20,000	Advertise for Public Bid Awarded by Town Board Resolution

Amount of Public Works Contract	Method
$250 - $2,999	Verbal or Written quotes At the discretion of the Department Head
$3,000 - $9,999	Written/fax quotes With approval of Town Supervisor
$10,000 - $34,999	Written/fax quotes or Written Request for Proposals (RFP) Awarded by Town Board Resolution
Above $35,000	Advertise for Public Bid Awarded by Town Board Resolution

4. A good faith effort shall be made to obtain a minimum of three (3) quotations in verbal or written form as required by the limits stipulated above. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals or quotations. The failure of a sufficient number of vendors to respond to a purchase request shall not be a bar to the procurement process.

5. Written documentation is required for all actions taken in connection with each procurement.

6. Written documentation and an explanation are required whenever a contract is awarded to other than the lowest responding bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsive to the terms of the offering. A determination that a bidder is not responsive shall be made by the purchaser with the approval of the Town Supervisor and is not subject to challenge under any circumstances.

7. Pursuant to General Municipal Law Section 104-b(2)(f), there may be circumstances where, or types of procurements for which, at the sole discretion of the governing body, the solicitation of alternative proposals of quotations will not be in the best interest of the Town of Rotterdam. In the following circumstances, it may not be in the best interest to solicit quotations or

document the basis for not accepting the lowest bid: Must be under $50,000.00, excludes Town Designated Engineer (TDE) and Town Designated Attorney (TDA), and all multi year contracts.

a. Professional services or services requiring special or technical skill, training or expertise, the individual or company must be chosen on accountability, reliability, skill, education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

   In determining whether a service fits into this category, the governing body shall take into consideration the following guidelines: See item # 7. on page 2

   (1) Whether the services are subject to State licensing or testing requirements;
   (2) Whether substantial formal education or training is a necessary prerequisite to the performance of the services; and
   (3) Whether the services require a personal relationship between the individual and Town officials.

   Professional or technical services shall include, but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternative proposals may threaten the life, health, safety or welfare of residents. This section does not preclude alternate proposals if time permits.

c. Purchases of surplus and second-hand goods from any source.

d. Goods or services under $250.

8. This policy shall go into effect immediately and will be reviewed annually.